

June 04, 2013  
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Cecil Aska  
Vice Mayor Pat Landes  
Commissioner Mick McCallister  
Commissioner Jim Sands  
Commissioner Michael Ryan  
City Manager Cheryl Beatty  
City Attorney Catherine Logan  
City Clerk Tyler Ficken

**1. 7:00 P.M. - CALL TO ORDER**

a. Moment of silence

b. Pledge of Allegiance

**2. PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.

**3. CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

[a.](#) Consideration of Appropriations Ordinance A-11 dated-May 14-May 28 2013 in the amount of \$725,168.75

[b.](#) Consideration of the City Commission Minutes for May 21, 2013.

[c.](#) Consideration of May payroll.

[d.](#) Consideration of approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army.

[e.](#) Consideration and Approval of Repairs - Purchase of a Transfer Pump at the SW Wastewater Treatment Plant

[f.](#) Consideration for the waiver of fees for use of tables and chairs for the gym at City Hall for the Health Department for a Breast Cancer Awareness Event on October 5, 2013.

**4. NEW BUSINESS:**

[a.](#) Consideration of Ordinance S-3120 followed by consideration of Resolution R-2729, General Obligation Refunding series 2013A.

- b. Consideration of Resolution R-2730 approval of redemption of Coronado Park Residence, LC Industrial Revenue Bonds.
- c. Consideration of a letter to Kansas Attorney General and Junction City Police Department to automatically postpone until January 1, 2014 effectiveness of HB 2052.
- d. Consideration and approval of service contracts with HDR Engineering, Inc.
- e. Consideration of the approval of the contract with RDG Planning & Design, Omaha, Nebraska, for consulting services in the update to the Comprehensive Plan for Junction City and Geary County, Kansas.
- f. Discussion of 2013 budget schedule.
- g. Discussion of City Manager recruiter selection.

5. **COMMISSIONER COMMENTS:**

6. **STAFF COMMENTS:**

7. **ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriations Ordinance A-11 dated-May 14-May 28 2013 in the amount of \$725,168.75

# City of Junction City

## City Commission

### Agenda Memo

June 4<sup>th</sup> 2013

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** City Commissioners  
**Subject:** Consideration of Appropriation Ordinance A-11 dated-May 14-May 28 2013 in the amount of \$ 725,168.75

**Background:** Attached is listing of the Appropriations for ----May 14-May 28 2013

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**Appropriations —May 14-May 28 2013 \$725,168.75**

#### EFT Payments

Library                      \$19,214.08

#### Payments due before next commission

Joshua Douglas              \$2500.00

Sundown Salute              \$482.00 (Month of May)

F & R Services              \$5006.00 (Wk of May 20)







DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	LOYAL AMERICAN LIFE INSURANCE COMPANY	5/03/13	CANCER PLAN	357.79
			5/17/13	CANCER PLAN	357.79
		FAMILY SUPPORT PAYMENT CENTER (MISSOURI	5/17/13	MACSS #41061331/ CV103-753	203.77
		INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	29,917.09
			5/17/13	SOCIAL SECURITY WITHHOLDING	5,689.73
			5/17/13	MEDICARE WITHHOLDING	3,697.55
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	3,352.52
		AMERICAN UNITED LIFE INSURANCE COMPANY	5/03/13	AMERICAN UNITED LIFE	506.66
			5/17/13	AMERICAN UNITED LIFE	506.66
		JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	5/17/13	FIREFIGHTERS AID ASSOCIATION	115.00
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	3,605.86
			5/17/13	PHS EMPLOYEE	3,644.62
			5/03/13	PHS EMP/CHILD	890.92
			5/17/13	PHS EMP/CHILD	890.92
			5/03/13	PHS EMP/SPOUSE	956.63
			5/17/13	PHS EMP/SPOUSE	956.63
			5/03/13	PHS FAMILY	1,384.11
			5/17/13	PHS FAMILY	1,384.11
		BUTLER & ASSOCIATES, PA	5/17/13	BUTLER & ASSOCIATES	440.96
		JAN HAMILTON, CH.13 TRUSTEE-	5/17/13	GREG MARSH 12-41834	575.00
		CONTINENTAL AMERICAN INSURANCE COMPANY	5/03/13	CAIC	99.13
			5/17/13	CAIC	99.13
		CITY OF JUNCTION CITY	5/03/13	CITY OF JUNCTION CITY (G-F	61.50
			5/17/13	CITY OF JUNCTION CITY (G-F	61.50
			5/17/13	TELEPHONE REIMBURSEMENT	25.50
			5/17/13	TELEPHONE REIMBURSEMENT	188.97
		CITY OF JUNCTION CITY	5/17/13	CITY OF JUNCTION CITY -P&R	28.75
		KANSAS PAYMENT CENTER	5/17/13	GARNISHMENT	915.92
			5/17/13	GARNISHMENT	290.77
			5/17/13	KANSAS PAYMENT CENTER	837.86
		COLONIAL SUPPLEMENTAL INSURANCE	5/03/13	COLONIAL INSURANCE	13.00
			5/17/13	COLONIAL INSURANCE	13.00
			5/03/13	COLONIAL INSURANCE	16.90
			5/17/13	COLONIAL INSURANCE	16.90
		W H GRIFFIN, TRUSTEE	5/17/13	C GEORGE 12-22755-13	667.39
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	642.94
			5/17/13	DELTA DENTAL OF KANSAS	642.94
			5/17/13	DELTA DENTAL OF KANSAS	18.65-
		FIREMEN'S RELIEF ASSOCIATION	5/17/13	FIREMANS RELIEF	204.24
		JUNCTION CITY FIRE FIGHTERS ASSOCIATION	5/17/13	I.A.F.F. LOCAL 3309	966.00
		JUNCTION CITY POLICE	5/17/13	JCPOA	750.00
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	9,412.99
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	1,725.38
			5/17/13	KP&F	12,785.22
			5/17/13	KPERS #2	2,436.93
		CITY OF JC FLEX SPENDING ACCT 1074334	5/17/13	FLEX SPENDING-1074334	1,795.61
		POLICE & FIREMEN'S	5/03/13	POLICE & FIRE INSURANCE	1,234.97
			5/17/13	POLICE & FIRE INSURANCE	1,234.97
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	5/03/13	AFLAC	91.83
			5/17/13	AFLAC	91.83
			5/03/13	AFLAC BEFORE TAX	1,229.43
			5/17/13	AFLAC BEFORE TAX	1,229.45
		ROLLING MEADOWS GOLF COURSE	5/17/13	ROLLING MEADOWS GOLF COURSE	20.83
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/17/13	UNITED WAY	201.64_
				TOTAL:	99,449.09

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
GENERAL FUND	GENERAL FUND	GEARY COUNTY PUBLIC WORKS	5/13/13	VEOLIA-APRIL 2013-WW/WP	265.33_
				TOTAL:	265.33
INFORMATION TECHNOLOGY GENERAL FUND		CARD CENTER	4/30/13	Shareplus Pro - IPADs	109.54
			4/30/13	E911 - Dispatch Monitors 2	316.48
			4/30/13	Adobe Acrobat Pro - 1 Lic	134.65
			4/30/13	QuickOffice Pro - IPADs	109.54
			4/30/13	GESO - Network Wiring Depu	201.25
			4/30/13	GESO - Net Wiring Deuty Co	80.75
			4/30/13	Anti Virus License 10 ea	242.60
			4/30/13	Flat TV - Breakroom	349.99
			4/30/13	Flat TV Mount - Breakroom	53.99
			4/30/13	City-Apps Svr Hard Drives	70.00_
				TOTAL:	1,668.79
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	618.44
			5/17/13	MEDICARE WITHHOLDING	144.63
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	384.62
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	332.47
			5/17/13	PHS EMPLOYEE	332.46
			5/03/13	PHS EMP/SPOUSE	46.39
			5/17/13	PHS EMP/SPOUSE	46.39
			5/03/13	PHS FAMILY	23.19
			5/17/13	PHS FAMILY	23.19
		TELEPLUS SOLUTIONS	5/15/13	Lower Rates / Switch to Co	451.15
			5/15/13	FAX Server DID Trunk Cost	73.38
		STAPLES ADVANTAGE	5/04/13	STAPLES ADVANTAGE	44.55
		SEMINOLE ENERGY SERVICES, LLC	5/24/13	700 N JEFF-GAS-APRIL 2013	1,255.19
		DOCUMENT RESOURCES, INC.	5/15/13	SHRED SERVICES	35.50
		BRUCE MCMILLAN AIA ARCHITECTS, P.A.	5/20/13	COURT-BASIC SERVICE CONTRA	2,380.00
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	12.96
			5/17/13	DELTA DENTAL OF KANSAS	34.56
			5/03/13	DELTA DENTAL OF KANSAS	31.73
			5/17/13	DELTA DENTAL OF KANSAS	31.73
		FLINT HILL LAND SURVEYING	5/28/13	SURVEY 119 E 16TH	275.00
		KANSAS GAS SERVICE	5/28/13	133 W 7TH-(OPERA)-APRIL 20	215.62
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	281.67
			5/17/13	KPERS #2	462.31
		RC HOBBIES	5/10/13	CIRCLE OF SAFETY/GOAL DECA	285.00
			5/16/13	CIRLCE OF SAFETY	168.00
		CHARLESWORTH & ASSOCIATES L.C.	5/08/13	RISK MANAGEMENT	5,950.00
		CARD CENTER	5/07/13	SUBWAY-MEALS FOR ANIMAL CO	35.00
			4/30/13	Adobe Acrobat Standard - A	189.52
			5/13/13	WALMART-WELLNESS	35.61
			5/13/13	WALMART-WELLNESS	128.32
			5/13/13	WALMART-WELLNESS	469.46
			5/13/13	WALMART-ADMIN	16.88
			5/13/13	VALIDITY-SAM SCREEN	35.00
			5/13/13	KANSAS UNI-KACM SPRING CON	280.00
			5/13/13	COURTYARD MARRIOT-ROTARY	11.00
			5/13/13	EL TAPATIO-BUS. LUNCH	22.60
			5/13/13	EXPEDIA-KACM SPRING CONF.R	113.48
			5/13/13	BURGER KING-KACM SPRING-LU	6.31
			5/13/13	23RD ST BREWERY-KACM DINNE	22.49
		LATHROP & GAGE LLP	5/13/13	GENERAL LABOR	3,130.50
			5/08/13	CONTACT NEGOTIATIONS	4,519.70

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		THREE RIVERS ENGRAVING	4/15/13	THREE RIVERS ENGRAVING	43.90
		WEST PAYMENT CENTER	5/17/13	APRIL 1 2013-APRIL 30 2013	181.71_
				TOTAL:	23,181.61
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	197.04
			5/17/13	MEDICARE WITHHOLDING	46.09
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	463.89
			5/17/13	PHS EMPLOYEE	463.89
		C & K CONSTRUCTION	5/13/13	ANIMAL SHELTER/FLOOR DRAIN	300.00
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	32.82
			5/17/13	DELTA DENTAL OF KANSAS	32.82
		GEARY COUNTY PUBLIC WORKS	5/13/13	UNLEADED	252.08
			5/13/13	FUEL SURCH.75.7 GAL @ .05	3.79
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #2	266.53
		CARD CENTER	5/07/13	WALMART-CITY HALL CLNG-SUP	20.33
			5/10/13	DUST RESPIRATOR/WATERS	13.98
			5/10/13	SINT STRAINER FD2/WATERS	7.58
			5/10/13	ANI CONT SHEETROCK/WATERS	33.90
			5/10/13	MALE ADAPER, ELBOW/WATERS	7.54
			5/10/13	ANMI CONT TILEBOARD	60.41
			5/10/13	TOWELS/BLD MAINT/ WATERS	16.99
			5/10/13	ANIM CONT OUTLET/WATERS	68.74
			5/10/13	DIRECT ARM FD 2	32.56
			5/10/13	ANIM CONTROL FAUCET/WATERS	14.56
			5/10/13	ANIM CONT WALL PLATE/WATER	5.28
			5/10/13	MUNI BILD RR/ REEVES-WIEDE	10.35
			5/10/13	ANIM CONT COUPLING/WATERS	1.29
			5/10/13	ANIM CONT TRAP ADAPTER/WAT	6.36
			5/10/13	ANIM CONT DOG RUN/WATERS	42.25
			5/10/13	BEV WASHER FD1/WATERS	7.96
			5/10/13	DOOR STOP FD1/WATERS	4.99
			5/10/13	ANIM CONT SINK WASHER KIT/	6.58
			5/10/13	DOOR CLOSER/WATERS	63.99
			5/10/13	ECO LAMP SHOP/WESTERN EXTR	23.52
			5/10/13	PEST CONTROL/DO MY OWN PES	101.21
			5/10/13	DOOR STOPS/SC/WATERS	33.94
			5/10/13	TILEBOARD 12TH ST/WATERS	35.78
			5/10/13	LIQUID NAILS/SPRUCE 12TH S	11.90
			5/10/13	ANIM CONT KIT SINK/WATERS	19.26_
				TOTAL:	2,710.20
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	605.06
			5/17/13	MEDICARE WITHHOLDING	141.49
		GAME TIME ATHLETICS	5/14/13	TURF PAINT	431.40
			5/14/13	TURF PAINT	458.00
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	773.15
			5/17/13	PHS EMPLOYEE	773.15
			5/03/13	PHS EMP/CHILD	154.63
			5/17/13	PHS EMP/CHILD	154.63
			5/03/13	PHS FAMILY	30.93
			5/17/13	PHS FAMILY	30.93
		CDW GOVERNMENT INC	5/14/13	Computers - Lifecycl	1,571.37
		TELEPLUS SOLUTIONS	5/15/13	WUPD Office	25.07
			5/15/13	WUPD Internet	12.50
		C & M LAWN SERVICES	5/20/13	5/12/13 - 5/18/13 MOWING	2,949.30
		AGRIUM ADVANCED TECHNOLOG	5/24/13	ENSIGN 720 LPI	208.65

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		TURF DESIGN INC.	5/15/13	CRABGRASS WEED CONTROL MAY	360.00
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	47.52
			5/17/13	DELTA DENTAL OF KANSAS	47.52
			5/03/13	DELTA DENTAL OF KANSAS	43.76
			5/17/13	DELTA DENTAL OF KANSAS	43.76
		GEARY COUNTY PUBLIC WORKS	5/13/13	PARKS-UNLEADED	1,227.79
			5/13/13	PARKS-DIESEL	36.75
			5/13/13	PARKS-FUEL CHARGE-378. GAL	18.93
		KEY OFFICE EQUIPMENT	5/23/13	TIME CARDS	11.31
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	493.28
			5/17/13	KPERS #2	176.24
		MASSCO	5/09/13	BANDAGES/PARKS	25.51
			5/09/13	BATTERIES/PARKS	240.00
		ONE ACCORD	5/05/13	REMOVAL OF TREE LIMBS SERT	375.00
		CARD CENTER	5/10/13	MISC BOLTS & SCREWS/WATERS	1.36
			5/10/13	CORK BOARD/RATHART/KEY OFF	17.99
			5/10/13	PLUMB REPAIR/S PARK/WATERS	22.33
			5/10/13	GRAFITTI REMOVER/HOME DEPO	8.92
			5/10/13	KEYS/WATERS	5.97
			5/10/13	SINK FAUCET/WATERS	33.28
			5/10/13	TEFLON TAPE/WATERS	2.98
			5/10/13	CABLE TIE, MESH HDWR/WATER	23.97
			5/10/13	GLOVES/ORSCHLN	57.91
			5/10/13	CYPRESS MULCH/ORSCHLN	95.00
			5/10/13	MULCH & WEED PREVENT/ ORSC	318.23
			5/10/13	WEED PREVENTER/WALMART	77.68
			5/10/13	CAR WASH/WALMART	44.80
			5/10/13	NO DOG SIGNS IN PARK/SMART	399.80
			5/10/13	PAINT HERIT FOUNTAIN/WATER	143.91
			5/10/13	MIXC BOLTS & SCREWS/WATERS	5.44
			5/10/13	SODA/EARTH DAY/WALMART	56.80
			5/10/13	DRAIN PLUG/HERIT FOUNT/ORS	4.19
			5/10/13	RET MISC BOLTS & SCREWS/WA	5.44-
			5/10/13	CYPRESS MULCH	454.48
			5/10/13	REPAIRS, N PART DRK FOUNT/	10.32
			5/10/13	CYPRESS MULCH	478.40
			5/10/13	HOT DOG BUNS/EARTH DAY/WAL	11.80
			5/10/13	HOT DOG BUNS/EARTH DAY/WAL	75.00
			5/10/13	BATTERIES AND WITE OUT/WAL	14.94
			5/10/13	REPLACEMENT LOCK HERT/HOME	73.77
		CARY COMPANY	5/16/13	2 CASES PAPER TOWELS	93.20_
				TOTAL:	13,994.66
SWIMMING POOL	GENERAL FUND	G. FARNEY & ASSOCIATES	5/21/13	POOL CHLORINATOR	6,961.90
		INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	19.38
			5/17/13	MEDICARE WITHHOLDING	4.53
		THE LIFEGUARD STORE, INC.	5/15/13	ROPE AND HOOKS	138.00
			5/15/13	CHLORINE	121.00
			5/15/13	SHIPPING, PACKING, HANDLIN	55.00
			5/15/13	SAFETY SIGNS	81.75
		CDW GOVERNMENT INC	5/14/13	Computer Lifecycle	785.68
		TELEPLUS SOLUTIONS	5/15/13	Pool Internet	6.00
		SECURITY SOLUTIONS INC	5/13/13	POOL/ ZONE 3 GRD RMWIRE RE	55.00
		KEY OFFICE EQUIPMENT	5/23/13	TONER/TIME CARDS	104.53
		CARD CENTER	5/10/13	POOL THREDD PLUG/ORSCHLN	0.99_
				TOTAL:	8,333.76

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
AIRPORT	GENERAL FUND	TELEPLUS SOLUTIONS	5/15/13	Airport Internet	6.00
		F & R SERVICES	5/28/13	14TH ST-OPPOSITE RATHERT F	26.25
			5/28/13	AIRPORT/JACKSON ST ROW-ALL	1,039.50
			5/28/13	14TH ST TRAILER COURT AREA	78.75
		KANSAS AIR CENTER	5/24/13	MAY 2013-MONTHLY CONTRACT	1,833.33
		CARDINAL INSURANCE	5/14/13	AIRPORT OWNERS & OPERATORS	2,668.00
				TOTAL:	5,651.83
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	443.74
			5/17/13	MEDICARE WITHHOLDING	103.77
		RMI	5/24/13	BATTERY CHARGER JU2-H2107-	664.82
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	309.26
			5/17/13	PHS EMPLOYEE	309.26
		REGELMAN LIQUOR STORE	5/24/13	BEER SUPPLIES	44.30
		WINFIELD SOLUTIONS LLC	5/22/13	BENSUMEC / TRIMMIT 2SC	1,308.70
			5/22/13	BENSUMECK 4LF	878.70
		ASH CITY USA	5/17/13	GOLF SHIRTS FOR RESALE	51.33
		TOPEKA SOD FARM	5/17/13	GREENS AEREATION	2,000.00
		ALEXANDER PUMP & SERVICE INC.	5/24/13	TRANSDUCER / INSTALLATION	320.00
		KHAOS APPAREL	5/24/13	GROUNDSKEEPER SHIRTS	28.50
		CODY OSBORNE	5/17/13	TRVL REIM-GOLF MEETING 043	56.42
		CROWN DISTRIBUTORS, INC.	5/17/13	BEER SUPPLIES	114.26
			5/24/13	BEER SUPPLIES	184.03
		DS&O RURAL ELECTRIC	5/20/13	GOLF CLUB HOUSE	1,087.80
			5/20/13	GOLF COURSE	1,103.48
			5/20/13	GOLF COURSE-CART SHED	125.38
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	21.60
			5/17/13	DELTA DENTAL OF KANSAS	21.60
			5/03/13	DELTA DENTAL OF KANSAS	21.88
			5/17/13	DELTA DENTAL OF KANSAS	21.88
		FLINT HILLS BEVERAGE LLC	5/17/13	BEER SUPPLIES	196.99
			5/24/13	BEER SUPPLIES	246.18
		TITLEIST	5/20/13	SPECIAL ORDER MERCH	98.14
		HELENA CHEMICAL COMPANY	5/15/13	HARDBALL EPA# 5905-549	175.00
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	128.85
			5/17/13	KPERS #2	181.63
		NIKE USA, INC	4/26/13	CREDIT ON JCHS TEAM ORDER	241.21-
			5/17/13	LOGO SETUP - JCHS	50.00
			5/03/13	SPECIAL ORDER MERCHANDISE	77.50
			5/20/13	SPECIAL ORDER MERCH	196.50
		PGA OF AMERICA	5/20/13	PGA DUES	586.00
		SNACK EXPRESS	5/17/13	FOOD AND VENDING SUPPLIES	80.60
			5/17/13	FOOD AND VENDING SUPPLIES	240.00
			5/24/13	FOOD / VENDING	76.05
			5/24/13	FOOD / VENDING	323.00
			5/24/13	FOOD / VENDING RETURN	1.30-
			5/24/13	FOOD / VENDING RETURN	27.00-
		CARD CENTER	5/08/13	DILLONS	14.05
			5/08/13	DILLONS	35.94
			5/08/13	DILLONS	16.03
			5/08/13	DILLONS	5.48
			5/08/13	DILLONS	18.32
			5/08/13	DILLONS	18.52
			5/08/13	DILLONS	15.74
			5/08/13	WATERS TRUE VALUE	97.47
			5/08/13	MILLESON AUTO SUPPLY	40.15

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/08/13	WATERS TRUE VALUE	86.48
			5/08/13	MILLESON AUTO SUPPLY	118.18
			5/08/13	MILLESON AUTO SUPPLY	360.04
			5/08/13	WATERS TRUE VALUE	49.95
			5/08/13	MILLESON AUTO SUPPLY	28.45
			5/08/13	MILLESON AUTO SUPPLY	57.94
			5/08/13	MILLESON AUTO SUPPLY	2.15
			5/08/13	WATERS TRUE VALUE	40.78
		SAFETY-KLEEN CORP	5/20/13	PARTS CLEANER MAINT	175.11
		TEXOMA GOLF INC	5/20/13	GRIPS FOR RESALE	180.06
		TIELKE ENTERPRISE, LLC	5/17/13	SANDWICHES	66.46
			5/24/13	SANDWICHES	105.05
		VAN WALL EQUIPMENT	5/20/13	EQUIP REPAIR PARTS	694.66_
				TOTAL:	13,834.65
AMBULANCE	GENERAL FUND	MILITARY OUTLET, L.C.	4/19/13	PATCHES & SEWING	8.00
		INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	47.99
			5/17/13	MEDICARE WITHHOLDING	207.41
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	1,005.09
			5/17/13	PHS EMPLOYEE	1,314.35
			5/03/13	PHS EMP/SPOUSE	154.63
			5/17/13	PHS EMP/SPOUSE	154.63
			5/03/13	PHS FAMILY	154.63
			5/17/13	PHS FAMILY	154.63
		CDW GOVERNMENT INC	5/14/13	Computers Repl - 50%	1,571.36
		TELEPLUS SOLUTIONS	5/15/13	Fire Station 2	9.69
			5/15/13	Fire Station 2 Internet	6.25
		JIM CLARK AUTO CENTER	5/21/13	TAPE, SENSOR/MED 3	640.60
		MEDICARE PART B	5/15/13	MEDICARE PART B	1,092.19
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	118.80
			5/17/13	DELTA DENTAL OF KANSAS	118.80
			5/03/13	DELTA DENTAL OF KANSAS	43.76
			5/17/13	DELTA DENTAL OF KANSAS	43.76
		GEARY COMMUNITY HOSPITAL	5/02/13	MORTIMER - HEP B TITER TES	147.00
			4/24/13	HEP B TITER TEST/ROSS	151.00
		GEARY COUNTY PUBLIC WORKS	5/08/13	DIESEL FUEL - AMBULANCE	1,559.21
			5/08/13	MOTOR FUEL - FIRE	436.02
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	67.54
			5/17/13	KP&F	3,198.42
		MOORE MEDICAL LLC	5/02/13	MEDICAL SUPPLIES	659.35
		CARD CENTER	5/08/13	KOLLING/ALS MEDICATIONS	977.99
			5/08/13	KOLLING/ALS MEDICATIONS	591.64
			5/08/13	MOORE/MEDICAL SUPPLIES	421.86
			5/08/13	MOORE/MEDICAL SUPPLIES	152.95
			5/08/13	MOORE/CREDIT MEDICAL SUPPL	49.72-
			5/08/13	AIRGAS/MEDICAL OXYGEN	130.05
			5/08/13	AIRGAS/CREDIT DELIVERY FUE	16.45-
			5/08/13	BOARDOFEMS/RELICENSING FEE	260.00
			5/08/13	STAPLES/OFFICE SUPPLIES	161.97
			5/08/13	MILITARYOUTLET/UNIFORM SEW	10.00
			5/13/13	JOBTARGET-FIRE CHIEF ADVER	275.00
			5/08/13	WATERS/BLOWER	149.99
			5/08/13	DICKEDWARDS/OIL FOR M4	97.92
			5/08/13	KOLLING/ALS MEDICATIONS	25.96
			5/08/13	KOLLING/CREDIT TAX	2.26-
			5/08/13	WALMART/LAUNDRY DETERGENT	77.70



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/10/13	EXHAUST FAN MOTOR/CONNELL	219.57
		UNIQUE BODY & COLOR	5/21/13	MED 2 DOOR REPAIRS	942.87
			5/21/13	MED 2 DOOR REPAIRS	382.50
			5/14/13	VALANCE PANEL, BRACKET/M4	120.78_
				TOTAL:	17,995.43
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	5/24/13	APR 2013-ANIMAL SHELTER FE	7,627.97_
				TOTAL:	7,627.97
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURY UNITED COMPANIES, INC	5/13/13	Copier anual use fee 33%	356.11
		GEARY COUNTY PUBLIC WORKS	5/13/13	722- Sort 1	72.59
			5/13/13	FUEL SURCHARGE 1/3	2.77
		KEY OFFICE EQUIPMENT	5/24/13	11 X 17 PAPER	14.68
			5/24/13	POST IT REFILLS	6.48
			5/24/13	ASSORTED GELL PENS	11.53
			5/24/13	SM BINDER CLIPS	0.88_
				TOTAL:	465.04
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	83.04
			5/17/13	MEDICARE WITHHOLDING	19.42
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	154.64
			5/17/13	PHS EMPLOYEE	154.63
		CENTURY UNITED COMPANIES, INC	5/13/13	Copier anual use fee 33%	356.11
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	16.20
			5/17/13	DELTA DENTAL OF KANSAS	16.20
			5/03/13	DELTA DENTAL OF KANSAS	2.74
			5/17/13	DELTA DENTAL OF KANSAS	2.74
		GEARY COUNTY PUBLIC WORKS	5/13/13	727 SORT 1	90.24
			5/13/13	FUEL SURCHARGE	1.36
		KEY OFFICE EQUIPMENT	5/24/13	11 X 17 PAPER	14.69
			5/24/13	POST IT REFILLS	6.48
			5/24/13	SM BINDER CLIPS	0.88
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	77.47
			5/17/13	KPERS #2	33.86
		CARD CENTER	5/16/13	THOMAS SIGN-SIGNS FOR BASE	300.00
			5/16/13	THOMAS SIGN-SIGNS FOR BASE	59.72
			4/30/13	Flat TV - Director's Offi	219.99
			4/30/13	Flat TV Mount - Director's	44.99
			5/09/13	K. FINGER CLASS	75.00
			5/09/13	NO KRWA CONF GOLF-GREG	75.00-
			5/10/13	BASEMENT REKEY/MUNI/KARSMI	386.50
			5/17/13	WALMART-PNT MTRLS,WALL PLT	13.12
			5/17/13	WALMART-SUPL FOR PRECON US	52.60
			5/17/13	WALMART-WPR BLDS,WLL PLTS,	7.82
			5/17/13	UPS-ENG/DES DOCS TO HDR	4.81
			5/17/13	HANDYS-FUEL DPW CONF IN LW	11.75_
				TOTAL:	2,132.00
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	212.72
			5/17/13	MEDICARE WITHHOLDING	49.75
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	231.94
			5/17/13	PHS EMPLOYEE	231.95
			5/03/13	PHS FAMILY	154.63
			5/17/13	PHS FAMILY	154.63
		CENTURY UNITED COMPANIES, INC	5/13/13	Copier anual use fee 33%	356.10
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	54.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/17/13	DELTA DENTAL OF KANSAS	54.00
		GEARY COUNTY PUBLIC WORKS	5/13/13	726- Sort 1	175.50
			5/13/13	726- Sort 2	57.61
			5/13/13	728- Sort 1	163.84
			5/13/13	728- Sort 2	84.92
			5/13/13	FUEL SURCHARGE 2/3	5.56
		KEY OFFICE EQUIPMENT	5/24/13	REFILL G-2 BLACK	1.76
			5/24/13	11 X 17 PAPER	14.68
			5/24/13	POST IT REFILLS	6.48
			5/24/13	SM BINDER CLIPS	0.88
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	316.22
		CARD CENTER	5/16/13	HANDY'S - FUEL FOR CITY TR	41.20
			5/16/13	JIM'S 66-TIRE RPR-TRUCK 72	15.00
			5/16/13	JIM'S 66-TIRE RPR-TRUCK 72	15.00
			5/17/13	WALMART-PNT MTRLS,WALL PLT	13.11
				TOTAL:	2,411.48
POLICE	GENERAL FUND	DIGITAL-ALLY	5/21/13	1056564 CAMERA BATTERIES	110.00
		INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	574.32
			5/17/13	SOCIAL SECURITY WITHHOLDIN	1,287.40
			5/17/13	MEDICARE WITHHOLDING	1,325.73
			5/17/13	MEDICARE WITHHOLDING	341.13
		EDGAR, DAVID	5/24/13	VACUUM TIMER	45.00
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	4,289.14
			5/03/13	PHS EMPLOYEE	1,005.09
			5/03/13	PHS EMPLOYEE	40.51
			5/17/13	PHS EMPLOYEE	4,329.65
			5/17/13	PHS EMPLOYEE	1,005.09
			5/03/13	PHS EMP/CHILD	154.63
			5/03/13	PHS EMP/CHILD	154.63
			5/17/13	PHS EMP/CHILD	154.63
			5/17/13	PHS EMP/CHILD	154.63
			5/03/13	PHS EMP/SPOUSE	259.77
			5/03/13	PHS EMP/SPOUSE	38.66
			5/03/13	PHS EMP/SPOUSE	10.83
			5/17/13	PHS EMP/SPOUSE	270.60
			5/17/13	PHS EMP/SPOUSE	38.66
		CDW GOVERNMENT INC	5/14/13	Computer - PD-I-2	785.68
		TELEPLUS SOLUTIONS	5/15/13	Cancel Line RNA 762-4111	24.25
			5/15/13	Cancel Line RNA 762-4111	24.25
		CENTURY UNITED COMPANIES, INC	5/16/13	280431 SHIPPING COPIER CAR	9.25
			5/21/13	LEASE RECORDS COPIER B6323	157.50
			5/21/13	LEASE INV COPIER B6324	157.50
		STAPLES ADVANTAGE	5/24/13	3199763630 TONER CARTRIDGE	186.06
			5/24/13	3199763630 TONER CARTRIDGE	561.75
			5/24/13	3199763630 MARKERS	33.78
		CONTINENTAL PROFESSIONAL LANDRY	5/21/13	113528 UNIFORM CLEANING	24.05
			5/23/13	113635 UNIFORM CLEANING	12.95
			5/23/13	113636 UNIFORM CLEANING	48.10
			5/23/13	113637 UNIFORM CLEANING	74.00
			5/23/13	113638 UNIFORM CLEANING	14.80
		KA-COMM	5/16/13	115954 PORTABLES	957.00
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	529.40
			5/03/13	DELTA DENTAL OF KANSAS	109.41
			5/03/13	DELTA DENTAL OF KANSAS	5.73
			5/17/13	DELTA DENTAL OF KANSAS	534.60

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/17/13	DELTA DENTAL OF KANSAS	109.94
			5/03/13	DELTA DENTAL OF KANSAS	251.48
			5/03/13	DELTA DENTAL OF KANSAS	73.85
			5/03/13	DELTA DENTAL OF KANSAS	2.87
			5/17/13	DELTA DENTAL OF KANSAS	254.35
			5/17/13	DELTA DENTAL OF KANSAS	95.73
		FOXY'S BODY SHOP	5/21/13	101800 DOOR LATCH #235	189.90
		GEARY COUNTY PUBLIC WORKS	5/13/13	PD DIESEL APRIL 2013	165.68
			5/13/13	PD FUEL APRIL 2013	9,012.14
		ADVANCE LIFE INSURANCE	5/17/13	ADVANCE LIFE INUSRANCE	8.82
		KANSAS HIGHWAY PATROL	5/24/13	CJIS BASIC LE COMM OP #787	768.00
		KANSAS JUDICIAL COUNCIL	5/21/13	31162 PIK SUPPLEMENTS	225.00
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	577.02
			5/17/13	KPERS #1	971.21
			5/17/13	KP&F	15,719.61
			5/17/13	KP&F	753.62
			5/17/13	KPERS #2	155.50
			5/17/13	KPERS #2	733.05
		CARD CENTER	5/15/13	VERIZON-CHARGER/CASE #26	64.98
			5/15/13	APCO-ACTIVE SHOOTER TRNG D	577.00
			5/15/13	VINYL DESIGN-DISPATCH SHIR	822.72
			5/15/13	RADIO SHACK-SCOPE BATTERY	13.99
			5/15/13	WMART-CABLE TIES	23.01
			5/15/13	BOX&SHIP-EVIDENCE SHIPPING	19.21
			5/15/13	RUBBER STAMP-REFILLS	24.00
			5/15/13	STAPLES-DVDS	299.90
			5/15/13	BOX & SHIP-EVIDENCE SHIPPI	11.38
			5/15/13	1675J&R-ROTORS,LOF,TIR RT	187.60
			5/15/13	1672J&R-LOF, TIRE ROTATE #	64.94
			5/15/13	1671 J&R-BRAKE,LOF,TIRE RT	153.53
			5/15/13	1674 J&R-LOF, TIRE ROTATE	62.81
			5/15/13	1673 J&R-LOF, TIRE ROTATE	61.16
			5/15/13	1677 J&R-LOF #223	57.38
			5/15/13	1689 J&R-STOP LITE SWITCH	55.00
			5/15/13	1723J&R-PRK BRK,OIL CLR,LO	437.11
			5/15/13	1770J&R-BRAKES,LOF,TIRE RT	276.25
			5/15/13	1762J&R-LOF #223	48.81
			5/15/13	1758J&R-BRAKE,LOF,TIRE RT	142.49
			5/15/13	1757J&R-LOF, TIRE ROTATE #	61.99
			5/15/13	1761J&R-LOF, TIRE ROTATE #	62.81
			5/15/13	1759J&R-LOF, TIRE ROTATE #	61.99
			5/15/13	1760J&R-LOF, TIRE ROTATE #	62.81
			5/15/13	1765 J&R-CLEAN FUEL INJECT	135.01
			5/15/13	WATERS-REFRIG BULB	1.00-
			5/15/13	WATERS-REFRIG BULB	3.79
			5/15/13	QUANTICO-UNIFORM PANT #152	79.98
			5/15/13	JIM CLARK-MOLDING #208,210	729.99
			5/15/13	ORAP356958-FUEL INJECTOR #	52.25
			5/15/13	ORAP357233-WIPER BLADES #2	14.97
			5/15/13	ORAP358397-WIPER BLADES #2	16.98
			5/15/13	ORAP360297 LIGHT SOCKET	5.59
			5/15/13	ORAP360297 LIGHT SOCKET	5.59-
			5/15/13	ORAP361282-BRAKE ROTOR #20	123.50
			5/15/13	ORAP361656-STR WHL CVR 13	20.98
			5/15/13	ORAP361658 SEAT COVER 13 T	371.52
			5/15/13	ORAP361727 BRAKE ROTOR #20	123.50-

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/15/13	RELIABLE-LAWN MOWER REPAIR	124.85
			5/15/13	PROF ALT-SHIRT/PATCH #771	27.00
			5/15/13	RADIO SHACK-SCANNER 13 TAH	399.99
			5/15/13	JIMCLARK PROGRAM KEY FOB 2	89.95
			5/15/13	JIMCLARK PROGRAM KEY FOB 2	89.95
			5/15/13	JIMCLARK PROGRAM KEY FOB 2	89.95
				TOTAL:	55,806.96
FIRE	GENERAL FUND	MILITARY OUTLET, L.C.	4/26/13	PATCHES & SEWING	6.00
		INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	47.99
			5/17/13	MEDICARE WITHHOLDING	950.49
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	3,943.07
			5/17/13	PHS EMPLOYEE	3,943.07
			5/03/13	PHS EMP/CHILD	154.63
			5/17/13	PHS EMP/CHILD	154.63
		CDW GOVERNMENT INC	5/14/13	Computers Repl - 50%	1,571.37
		TELEPLUS SOLUTIONS	5/15/13	Fire Station 2	9.69
			5/15/13	Fire Station 2 Internet	6.25
		FELD FIRE	5/17/13	SCBA FUNCTION TESTING	395.80
			5/17/13	SCBA FUNCTION TESTING	1,305.00
		DANKO EMERGENCY EQUIPMENT CO.	5/02/13	SHIPPING ON BOOTS BACKORDE	26.88
		KA-COMM	4/29/13	INTRINSICALLY SAFE BATTERY	136.50
			5/09/13	LIGHTS & LIGHTBAR & LABOR/	398.05
			5/09/13	LIGHTS & LIGHTBAR & LABOR/	288.00
		CONRAD FIRE EQUIPMENT	5/01/13	BALL JOINTS/E20	1,851.64
			5/09/13	RETURN BALL JOINTS	1,330.11-
		FRIEDRICH TRUCK REPAIR	5/06/13	HI-IDLE REPAIR/L1	175.00
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	291.60
			5/17/13	DELTA DENTAL OF KANSAS	291.60
			5/03/13	DELTA DENTAL OF KANSAS	207.86
			5/17/13	DELTA DENTAL OF KANSAS	207.86
		EMERGENCY FIRE EQUIPMENT	5/07/13	SHUT OFF HANDLE/NOZZLE	21.75
		GEARY COUNTY PUBLIC WORKS	5/08/13	DIESEL FUEL - FIRE	1,681.20
			5/08/13	MOTOR FUEL - FIRE	302.18
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	67.54
			5/17/13	KP&F	11,590.61
		MIKE'S FIRE EXT. SALES	5/14/13	RECHARGE EXTINGUISHERS	32.00
			5/14/13	RECHARGE EXTINGUISHERS	64.30
		CARD CENTER	5/08/13	YOURAUTO/A/C COMPRESSOR E1	231.00
			5/08/13	YOURAUTO/A/C COMPRESSOR E1	51.26
			5/08/13	MILLESONS/BULBS FOR E30	10.30
			5/08/13	OREILLY/OIL FOR MOWER	11.18
			5/08/13	OREILLY/FILTER FOR MOWER	8.15
			5/08/13	OREILLY/FLOOR JACK	24.99
			5/08/13	WATERS/COUPLING, BRUSH/S1	7.98
			5/08/13	MILLESONS/BULBS FOR E30,ST	10.80
			5/08/13	IMMEDIATE/WATER HEATER FIL	70.19
			5/08/13	SEARS/SCREW DRIVER SETS	38.97
			5/08/13	SEARS/TOOL SETS FOR ENGINE	671.94
			5/08/13	FIREHOUSE/MAGAZINE SUBSCRI	24.95
			5/08/13	MILLESONS/SUPPORT,BALLJOIN	65.70
			5/08/13	ENGSTROMS/RESIZE AIRBAG PL	50.00
			5/08/13	WATERS/GAS CAN & WEED TRIM	242.98
			5/08/13	WATERS/TRIMMER & BLOWER OI	12.59
			5/08/13	BOX&SHIP/AIRBAG TO REPAIR	69.90
			5/08/13	MILITARYOUTLET/UNIFORM SEW	12.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/08/13	WATERS/MISC. BOLTS & SCREW	0.60
			5/08/13	AUTOZONE/FUEL LINE/L1 GEN.	1.39
			5/08/13	WALMART/CLEANING SUPPLIES	20.17
			5/08/13	WALMART/VEHICLE WASH	35.78
			5/08/13	WALMART/TV, FRAMES	168.92
			5/08/13	HOMEDEPOT/WATER JUGS	87.88
			5/08/13	BOX&SHIP/WRENCH FOR WARRAN	9.69
			5/08/13	NFPA/ARSON BOOK	40.45
			5/08/13	WALMART/FOOD CITY STAFF MT	27.82
			5/08/13	OLIVE GARDEN/ROOK TO NE FO	52.68
			5/08/13	PRAGUEQUIKSHOP/FUEL, ROOK	56.72
			5/08/13	ORSCHELNS/PARTS WASHER SOL	49.99_
				TOTAL:	30,959.42
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	917.42
			5/17/13	MEDICARE WITHHOLDING	214.56
		BEN KITCHENS PAINTING CO	5/21/13	BATHROOM(W) & SHOP REPAIRS	1,575.00
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	1,410.45
			5/17/13	PHS EMPLOYEE	1,256.25
			5/03/13	PHS EMP/SPOUSE	57.83
			5/17/13	PHS EMP/SPOUSE	57.83
		UNIVERSAL LUBRICANTS, LLC	4/29/13	OIL AND OTHER LUBRICANTS	870.56
			5/13/13	55G CLEAR VUE W/W	90.80
			5/15/13	55G TRAC GARD	1,326.60
			5/06/13	DBL PAID INV 10509252	2,594.90-
		CENTURY UNITED COMPANIES, INC	5/22/13	Copier - PW	7.00
			5/22/13	Copier - PW Overage Charge	2.88
		PROPANE CENTRAL	5/15/13	PB1000(1) & 100# REFILL	292.89
		MIDWEST CONCRETE MATERIALS	5/07/13	6TH & ADAMS 9028689	161.00
			5/13/13	5TH & JEFFERSON 9028742	627.50
		KA-COMM	5/10/13	PARTS	50.78
			5/10/13	SERVICE AND LABOR	194.00
		ROBERTS TRUCK CENTER	5/17/13	#687 COOLER	518.45
		BARNES DISTRIBUTION	5/03/13	B7 THREADED ROD FOR TRAFF	367.58
			5/07/13	FLEET STOCK PIECES	826.53
			5/07/13	FLEET STOCK PIECES	27.65
		CENTRAL POWER SYSTEMS & SERVICES	5/22/13	LUBE SPIN AND FILTERS	56.01
			5/22/13	FILTERS-ALL TYPES FOR STOC	95.80
		MOTION INDUSTRIES INC	5/24/13	GAS CANS & FUNNELS	177.08
		DS&O RURAL ELECTRIC	5/20/13	1807 LYDIA LN-WARNING SIRE	51.50
			5/20/13	QUINTON POINT SIREN	38.54
			5/20/13	LIGHTS AT HUNTERS RIDGE	554.66
			5/20/13	LIGHTS AT HARGRAVES #2	61.69
			5/20/13	LIGHTS AT INDIAN RIDGE/J.C	39.90
			5/20/13	LIGHTS AT HARGRAVES#5	123.38
			5/20/13	LIGHTS AT OLIVIA FARMS	45.94
			5/20/13	LIGHTS AT SUTTERWOODS	296.10
			5/20/13	LIGHTS AT SUTTER HIGHLANDS	246.75
			5/20/13	LIGHTS AT MANN'S RANCH	74.03
			5/20/13	LIGHTS AT HARGRAVES #4	11.75
			5/20/13	LIGHTS AT HARGRAVES #1	23.50
			5/20/13	LIGHTS AT HILLTOP #5	7.75
			5/20/13	LIGHTS AT HARGRAVES #3	35.25
			5/20/13	LIGHTS AT RUSSUEL JOHNSON	26.25
			5/20/13	LIGHTS ALONG SVR	234.41
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	35.08

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/17/13	DELTA DENTAL OF KANSAS	35.08
			5/03/13	DELTA DENTAL OF KANSAS	86.11
			5/17/13	DELTA DENTAL OF KANSAS	75.22
		F & R SERVICES	5/28/13	1701 N ADAMS- DRAIN	26.25
			5/28/13	BEL AIR & FOGARTY (DEAD EN	15.75
			5/28/13	8TH ST AT GARFIELD DITCH	10.50
			5/28/13	ANNEX PARKING LOT BEHIND D	15.75
			5/28/13	COMMONWEALTH DRIVE ROW	26.25
			5/28/13	GRANT AVE ISLAND	157.50
			5/28/13	GRANT AVE FRONTAGE RDS	42.00
			5/28/13	MONROE ST DRAINS	15.75
			5/28/13	WESTWOOD BLVD-ISLANDS	157.50
			5/28/13	BRIDGE GUARDRAIL-EISEN & 1	10.50
			5/28/13	E 11TH/210 E 11TH	31.50
			5/28/13	436 W 11TH ST	31.50
			5/28/13	EAST 10TH ST PROPERTY	105.00
			5/28/13	ELM DALE ROAD ROW	78.75
			5/28/13	CHESTNUT&I-70 RAMPS	661.50
			5/28/13	HWY 57 R/W & ISLANDS	1,050.00
			5/28/13	AREA IN FRONT OF CRACKER B	73.50
			5/28/13	RUCKER ROAD	525.00
			5/28/13	K-18 -RR TO STONE RIDGE	100.00
			5/28/13	LAWNDALE WATER AREA	42.00
			5/28/13	MOSS CIRCLE ISLAND	10.50
			5/28/13	GRANT AVE RIVER PARK AREA	157.50
			5/14/13	600 BLOCK E 7TH ST-ROW	15.75
			5/14/13	603 SKYLINE DRIVE	10.50
			5/14/13	714 SKYLINE DRIVE	10.50
			5/14/13	GOLDENBELT BLVD-ROW	315.00
			5/14/13	ASH ST(600 BLK-HGLND CEMET	15.75
			5/14/13	DITCH BTWN 100 BLK EVINE&E	15.75
			5/14/13	EAST 6TH ST PARKING LOT	15.75
			5/14/13	EAST 6TH ST ROW	525.00
			5/14/13	E CHESTNUT-ROW @ UPRR TRAC	52.50
			5/14/13	FIRE STATION #2 - INCLDE F	110.00
			5/14/13	LACY DRIVE	105.00
			5/14/13	MEADOW LANE ROW	15.75
			5/14/13	ST MARYS ROAD ROW(CHURCH)	31.50
			5/14/13	VACANT DRAINAGE DITCH-RILE	15.75
			5/14/13	INDUSTRIAL PARK ROW	52.50
			5/14/13	E ASH ST UPRR TRCKS(ELKS-E	140.00
			5/14/13	SVR ROW (FIRE STATION 2 SI	78.75
			5/14/13	SVR ADDITION ISLANDS	84.00
			5/14/13	STRAUSS BLVD ISLANDS & R/W	315.00
			5/14/13	I 70 ROW - S WASHINGTON	630.00
			5/14/13	SOUTH JACKSON ST DRAINAGE	31.50
			5/14/13	ASH ST FROM CHESTNUT SOUTH	241.50
			5/14/13	136 E 3RD	31.50
			5/14/13	225 E 3RD	31.50
			5/14/13	6TH ST UNDERPASS	105.00
			5/14/13	SANDUSKY ROW	78.75
			5/14/13	THE BLUFFS AREA	105.00
			5/14/13	TOM NEAL INDUSTRIAL PARK A	262.50
			5/14/13	SOUTHWIND/KJCK EAST TO TOW	157.50
			5/14/13	CHADWICK COURT PROPERTY	15.75
			5/14/13	HOLLY LANE ISLAND	15.75

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/14/13	SVR-R/W - K-18 TO RR	525.00
			5/14/13	ENT TO SUTTER WDS AT FOX S	63.00
			5/14/13	GRANT AVE ISLANDS	157.50
			5/14/13	WESTWOOD BLVD ISLANDS	157.50
		GADES SALES CO.	5/14/13	REPAIR ON TRAFFIC UNIT	527.13
			5/21/13	BRCKTS AND LENS-TRAFFIC	544.14
		GEARY COUNTY PUBLIC WORKS	5/06/13	MOTOR POOL-UNLEADED	34.97
			5/06/13	MOTOR POOL-DIESEL	376.88
			5/06/13	FUEL SURCHARGE	5.55
			5/06/13	STREETS-UNLEADED	861.83
			5/06/13	STREETS-DIESEL	3,280.97
			5/06/13	FUEL SURCHARGE	56.69
			5/06/13	CARDS	0.00
		KEY OFFICE EQUIPMENT	5/20/13	CPY PAPR, INK CART, WHITEO	114.12
		KANSAS GAS SERVICE	5/20/13	2324 N JACKSON-APR 2013	187.83
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	53.72
			5/17/13	KPERS #2	1,065.45
		NAPA AUTO PARTS OF J.C.	4/26/13	SHOP DRY SWEEP	748.50
			5/14/13	STOCK U NUTS	5.29
			5/17/13	U BOLTS	5.16
			5/18/13	KEY STOCK	6.58
			5/20/13	ADHESIVE CLNR	12.36
		NEWMAN SIGNS	5/15/13	BRKTS, BLADES, LETTERS,SIG	1,601.75
		PAVING MAINTENANCE SUPPLY INC	5/17/13	CRACK SEALANT-16275#	11,229.75
			5/17/13	HOSE KIT AND USED TORCH-CS	1,438.00
		CARD CENTER	5/09/13	SAND FOR SIGNWORK	26.70
			5/09/13	PLIERS	12.99
			5/09/13	PICK	31.99
			5/09/13	FLOURESCENT BULBS	74.28
			5/09/13	POST MIX	41.88
			5/09/13	SPRAYER	24.99
			5/09/13	PUSHBROOM	18.99
			5/09/13	POST MIX AND MISC SCR/BOLT	75.63
			5/09/13	CLIPS, BITS, PRIMER	29.93
			5/09/13	ROPE, CHRGR, TPE	38.47
			5/09/13	BROOMS	27.47
			5/09/13	G. LEWIS PHONE CASE	56.88
			5/09/13	PAINT SUPPLIES	164.85
			5/09/13	BLINDS SHELF, MAGS	77.56
			5/09/13	STAFF SNACKS	25.68
			5/09/13	NO KRWA CONF GOLF-RAY	75.00-
			5/09/13	ARBOR DAY TREES	85.00
			5/09/13	SAFETY VESTS	210.00
			5/09/13	TREE BAGS FOR SCHOOLS	13.86
			5/09/13	OFFICE SUPPLIES	25.22
			5/17/13	WALMART-WPR BLDS,WLL PLTS,	7.82
			5/17/13	UPS-ENG/DES DOCS TO HDR	4.81
			5/17/13	HANDYS-FUEL DPW CONF IN LW	11.75
			5/09/13	10 BAGS OF CONCRETE	34.90
			5/09/13	OFFICE SUPPLIES	16.23
			5/09/13	KLEEN SWEEP FOR SHOP	20.99
			5/09/13	OFFICE SUPPLIES	23.40
		CINTAS #451	5/20/13	SHOP TOWELS	19.80
			5/20/13	WKLY MATS	24.68
			5/24/13	WKLY SHOP TOWELS	19.80
			5/24/13	WKLY MATS	24.68

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		UNITED ROTARY BRUSH	5/14/13	MAIN BROOM CORE	214.25
			5/14/13	STRIP BROOMS	515.25
			5/14/13	GUTTER BROOMS	220.59
			5/14/13	FREIGHT	96.00
			5/14/13	SWEEPER BROOMS	4.97-
		VICTOR L PHILLIPS CO	5/16/13	#695 DRV SHFT &CHASSIE PAR	593.28_
				TOTAL:	43,556.24
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	349.25
			5/17/13	MEDICARE WITHHOLDING	81.68
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	309.26
			5/17/13	PHS EMPLOYEE	309.26
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	43.20
			5/17/13	DELTA DENTAL OF KANSAS	43.20
			5/03/13	DELTA DENTAL OF KANSAS	21.88
			5/17/13	DELTA DENTAL OF KANSAS	21.88
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	390.39
			5/17/13	KPERS #2	77.75
		CINTAS #451	5/17/13	CINTAS #451	16.31
			5/24/13	CINTAS #451	16.31
		MISC LINDSAY, TORREY	5/17/13	Bond Refund:TT132096 -01	150.00
		NOWAK, JORDAN M	5/17/13	Bond Refund:11-13191A-01	979.00
		BACON, BRENTON SHANE	5/23/13	Bond Refund:12-10849 -01	445.00_
				TOTAL:	3,254.37
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	124.59
			5/17/13	MEDICARE WITHHOLDING	29.14
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS RETIRED	195.08_
				TOTAL:	348.81
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	161.35
			5/17/13	MEDICARE WITHHOLDING	37.74
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS FAMILY	123.70
			5/17/13	PHS FAMILY	123.70
		TELEPLUS SOLUTIONS	5/15/13	12th Street	7.90
			5/15/13	12th Street Phones	8.70
			5/15/13	12th Street Internet	12.50
		CENTURY UNITED COMPANIES, INC	5/13/13	12th Copier Annual copy Ch	155.04
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	17.28
			5/17/13	DELTA DENTAL OF KANSAS	17.28
		KEY OFFICE EQUIPMENT	5/23/13	TONER/TIME CARDS	176.37
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #2	72.57
		MASSCO	5/09/13	CLEANING SUPPLIES	462.62
		CARD CENTER	5/10/13	PASTA 58 PPR PRODUCTS/DILL	12.16
			5/10/13	SANDWICH BAGS/WALMART	7.94
		CINTAS #451	5/17/13	GREY MATS 12TH STREET	31.98_
				TOTAL:	1,428.83
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	839.33
			5/17/13	MEDICARE WITHHOLDING	111.63
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	100.00
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	5/17/13	FIREFIGHTERS AID ASSOCIATI	12.50
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	193.30
			5/17/13	PHS EMPLOYEE	193.30
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	10.66
			5/17/13	DELTA DENTAL OF KANSAS	10.66



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		FIREMEN'S RELIEF ASSOCIATION	5/17/13	FIREMANS RELIEF	22.20
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	5/17/13	I.A.F.F. LOCAL 3309	105.00
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	277.72
		KANSAS PUBLIC EMPLOYEES	5/17/13	KP&F	556.01
		POLICE & FIREMEN'S	5/03/13	POLICE & FIRE INSURANCE	115.10
			5/17/13	POLICE & FIRE INSURANCE	115.10
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	5/03/13	AFLAC BEFORE TAX	40.96
			5/17/13	AFLAC BEFORE TAX	40.96
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/17/13	UNITED WAY	2.00_
				TOTAL:	2,746.43
EMERGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	5/15/13	ESG GRANT PROCEEDS APR 13	6,390.57
			5/28/13	ESG GRANT PROCEEDS APR 201	6,390.57_
				TOTAL:	12,781.14
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	5/17/13	MEDICARE WITHHOLDING	111.63
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	773.15
			5/17/13	PHS EMPLOYEE	773.15
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	21.60
			5/17/13	DELTA DENTAL OF KANSAS	21.60
			5/03/13	DELTA DENTAL OF KANSAS	43.76
			5/17/13	DELTA DENTAL OF KANSAS	43.76
		KANSAS PUBLIC EMPLOYEES	5/17/13	KP&F	1,370.95_
				TOTAL:	3,159.60
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	282.49
			5/17/13	SOCIAL SECURITY WITHHOLDIN	258.00
			5/17/13	MEDICARE WITHHOLDING	60.33
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	38.66
			5/17/13	PHS EMPLOYEE	38.66
		CITY OF JUNCTION CITY	5/17/13	TELEPHONE REIMBURSEMENT	13.25
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	93.83
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	45.70
			5/17/13	KPERS #2	60.00_
				TOTAL:	890.92
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	258.00
			5/17/13	MEDICARE WITHHOLDING	60.33
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	154.63
			5/17/13	PHS EMPLOYEE	154.63
		CASH-WA DISTRIBUTING	5/18/13	HOT DOGS, CHEESE, CHIPS	171.93
			5/18/13	PAPER PRODUCTS	278.32
			5/18/13	CLEANING CHEMICALS	384.72
			5/18/13	FUEL SURCHARGE	7.00
		TELEPLUS SOLUTIONS	5/15/13	Spin City Phones	11.39
			5/15/13	Spin City Internet	8.50
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	10.94
			5/17/13	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	90.71
			5/17/13	KPERS #2	79.40
		SNACK EXPRESS	5/18/13	BIRTHDAY PARTY CUPS	101.31
			5/18/13	C02 TANK, SODA	145.00
		CARD CENTER	5/13/13	DILLONS-DONUTS	59.90
			5/13/13	WALMART-MILK,CHERRIES,SUGA	20.22
			5/13/13	WALMART-GLASS CLEANER,CD C	15.87
			5/13/13	WALMART-INK,BLU RAY PLAYER	137.94

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/13/13	WALMART-THERMOMETER	12.97
			5/13/13	WALMART-FOOD SUPPLIES	20.46
			5/13/13	WALMART-FOOD SUPPLIES	22.37
			5/13/13	WALMART-CLEANING SUPPLIES	9.82
			5/13/13	WALMART-FOOD SUPPLIES	4.97
			5/10/13	ROOF SEALANT/SC/ HOME LUMB	95.88
			5/10/13	SPIN CITY ROOF/4C'S GENR C	150.00
			5/10/13	4 MED LAMP/SC/WESTERN EXTR	111.68
		SWANK MOTION PICTURES INC	5/20/13	MOVIE LICENSE RISE GUARDIA	50.00
		THE STUFF SHOP	5/18/13	REDEMPTION	463.07_
				TOTAL:	3,102.90
INDUSTRIAL REVENUE BON BOND & INTEREST		CENTRAL NATIONAL BANK	5/28/13	AIRPORT LEASE PMT	48,233.90
			5/28/13	AIRPORT LEASE PMT	1,692.18
		EMPRISE BANK	5/28/13	IRB-PAYMENT CAPGEMINI-JUN	15,073.03
			5/28/13	IRB-PAYMENT CAPGEMINI-JUN	15,073.04_
				TOTAL:	80,072.15
NON-DEPARTMENTAL	WATER & SEWER FUND	LOYAL AMERICAN LIFE INSURANCE COMPANY	5/03/13	CANCER PLAN	8.53
			5/17/13	CANCER PLAN	8.53
		FAMILY SUPPORT PAYMENT CENTER (MISSOURI	5/17/13	MACSS #41061331/ CV103-753	203.78
		INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	3,227.60
			5/17/13	SOCIAL SECURITY WITHHOLDIN	2,035.97
			5/17/13	MEDICARE WITHHOLDING	476.17
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	368.01
		AMERICAN UNITED LIFE INSURANCE COMPANY	5/03/13	AMERICAN UNITED LIFE	35.88
			5/17/13	AMERICAN UNITED LIFE	35.88
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	447.62
			5/17/13	PHS EMPLOYEE	447.52
			5/03/13	PHS EMP/SPOUSE	280.17
			5/17/13	PHS EMP/SPOUSE	280.17
			5/03/13	PHS FAMILY	307.58
			5/17/13	PHS FAMILY	307.58
		CONTINENTAL AMERICAN INSURANCE COMPANY	5/03/13	CAIC	6.68
			5/17/13	CAIC	6.68
		CITY OF JUNCTION CITY	5/03/13	CITY OF JUNCTION CITY (G-F	6.50
			5/17/13	CITY OF JUNCTION CITY (G-F	6.50
			5/17/13	TELEPHONE REIMBURSEMENT	8.50
			5/17/13	TELEPHONE REIMBURSEMENT	64.11
		CITY OF JUNCTION CITY	5/17/13	CITY OF JUNCTION CITY -P&R	17.50
		KANSAS PAYMENT CENTER	5/17/13	GARNISHMENT	120.00
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	104.84
			5/17/13	DELTA DENTAL OF KANSAS	104.84
			5/17/13	DELTA DENTAL OF KANSAS	37.31-
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	1,121.77
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	472.24
			5/17/13	KPERS #2	1,280.26
		CITY OF JC FLEX SPENDING ACCT 1074334	5/17/13	FLEX SPENDING-1074334	198.82
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	5/03/13	AFLAC	34.08
			5/17/13	AFLAC	34.08
			5/03/13	AFLAC BEFORE TAX	120.48
			5/17/13	AFLAC BEFORE TAX	120.46
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/17/13	UNITED WAY	25.06_
				TOTAL:	12,287.08
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	391.73

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/17/13	MEDICARE WITHHOLDING	91.61
		BEN KITCHENS PAINTING CO	5/21/13	BATHROOM(W) & SHOP REPAIRS	93.75
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	386.31
			5/17/13	PHS EMPLOYEE	386.73
			5/03/13	PHS EMP/SPOUSE	29.07
			5/17/13	PHS EMP/SPOUSE	29.07
		UNIVERSAL LUBRICANTS, LLC	4/29/13	OIL AND OTHER LUBRICANTS	217.64
		CENTURY UNITED COMPANIES, INC	5/22/13	Copier - PW	7.00
			5/22/13	Copier - PW Overage Charge	2.88
		PROPANE CENTRAL	5/17/13	FOR 882 JOHNNY GUN COMPRES	90.88
		BARNES DISTRIBUTION	5/07/13	FLEET STOCK PIECES	206.63
		CENTRAL POWER SYSTEMS & SERVICES	5/22/13	LUBE SPIN AND FILTERS	14.05
			5/22/13	FILTERS-ALL TYPES FOR STOC	23.95
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	47.26
			5/17/13	DELTA DENTAL OF KANSAS	47.26
			5/03/13	DELTA DENTAL OF KANSAS	16.40
			5/17/13	DELTA DENTAL OF KANSAS	16.42
		GEARY COUNTY PUBLIC WORKS	5/06/13	WTR DISTRIBUTION-UNLEADED	333.33
			5/06/13	WTR DISTRIBUTION-DIESEL	401.63
			5/06/13	FUEL SURCHARGE	10.36
			5/06/13	CARD	0.00
		GROSS WRECKER SERVICE	5/23/13	#803 TOW	75.00
		KEY OFFICE EQUIPMENT	5/20/13	CPY PAPR, INK CART, WHITEO	28.53
		KANSAS GAS SERVICE	5/20/13	2324 N JACKSON-APR 2013	187.84
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	55.29
			5/17/13	KPERS #2	419.25
		NAPA AUTO PARTS OF J.C.	5/14/13	STOCK U NUTS	1.32
			5/16/13	ADAPTER AND COUPLER FOR 88	20.90
			5/17/13	FITTING FOR 882	12.04
		CARD CENTER	5/09/13	SAFETY VESTS	52.50
			5/09/13	OFFICE SUPPLIES	6.30
			5/17/13	WALMART-WPR BLDS,WLL PLTS,	7.82
			5/17/13	UPS-ENG/DES DOCS TO HDR	4.81
			5/17/13	HANDYS-FUEL DPW CONF IN LW	11.75
			5/09/13	DRILL HAMMER, FILE SET	34.98
			5/09/13	CAPE CHISEL	20.84
			5/09/13	WRENCH AND TAP	55.24
			5/09/13	METER NIPPLE	105.00
			5/09/13	CONNECTORS FOR MTR FIX	20.50
			5/09/13	WRENCH SET	34.58
			5/09/13	RED BRASS NIPPLE	28.50
			5/09/13	PAPER TOWELS FOR SHOP	16.99
			5/09/13	OIL FOR QUICKIE SAW	13.16
			5/09/13	TUBING CUTTER AND WHEELS	61.59
			5/09/13	TUBING CUTTER	54.50
			5/09/13	AIR DUSTERS	7.49
			5/09/13	OFFICE SUPPLIES	4.05
			5/09/13	OFFICE SUPPLIES	5.85
		CINTAS #451	5/20/13	WKLY MATS	6.17
			5/24/13	WKLY MATS	6.17
		SALINA WHOLESALE SUPPLY	5/08/13	MSTOP FLGXFP	196.76
			5/08/13	LEAK CLAMPS	244.00
			5/13/13	4" FLANGE	24,462.08
			5/14/13	MSTOPS AND MCPLGS	1,794.59
			5/13/13	MARKII STOP, METER CPLGS	3,401.10
			5/14/13	2" BRONZE	3,060.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/20/13	4" FLANGE	21,404.32
		VICTOR L PHILLIPS CO	5/02/13	#896 LAMP, ASSY, SCREW, CO	583.56_
				TOTAL:	59,349.33
WATER PLANT	WATER & SEWER FUND F & R SERVICES		5/28/13	WATER PLANT & FIELDS	725.00
			5/28/13	PUMP STATIONS @ ADAMS ST	78.75
			5/14/13	WATER TOWER-SPRUCE ST	52.50
			5/14/13	WATER TOWER-WEST ASH ST	42.00
		VEOLIA WATER NORTH AMERICA	4/23/13	WATER UTILITY	5,604.66
			4/23/13	WTR UTILITY RETRO - JAN &	11,209.32
			4/23/13	WATER UTILITY	83,474.33
			4/23/13	WTR MONTHLY R & M FEE	17,438.00
			4/23/13	2012 WTR ELE/GAS SHARD SAV	6,351.74
			4/23/13	2012 RECONCILIATION-R&M	40,365.60-
			4/23/13	2012 RECONCILIATION- PW	10,427.15-
				TOTAL:	74,183.55
WATER ADMINISTRATION	WATER & SEWER FUND INTERNAL REVENUE SERVICE		5/17/13	SOCIAL SECURITY WITHHOLDIN	655.27
			5/17/13	MEDICARE WITHHOLDING	153.26
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	586.42
			5/17/13	PHS EMPLOYEE	585.58
			5/03/13	PHS EMP/SPOUSE	61.85
			5/17/13	PHS EMP/SPOUSE	61.85
			5/03/13	PHS FAMILY	54.12
			5/17/13	PHS FAMILY	54.12
		CDW GOVERNMENT INC	5/14/13	Meter Readers	1,571.36
			5/14/13	CS Recpetion	785.69
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	56.81
			5/17/13	DELTA DENTAL OF KANSAS	56.81
			5/03/13	DELTA DENTAL OF KANSAS	37.13
			5/17/13	DELTA DENTAL OF KANSAS	37.06
		GEARY COUNTY PUBLIC WORKS	5/13/13	WATER-UNLEADED	509.49
			5/13/13	WATER-SURCHARGE 153GAL@.05	7.65
		HD SUPPLY WATERWORKS, LTD	5/28/13	HD SUPPLY WATERWORKS, LTD	13,536.00
			5/28/13	HD SUPPLY WATERWORKS, LTD	13,348.00
			5/28/13	HD SUPPLY WATERWORKS, LTD	13,536.00-
		KEY OFFICE EQUIPMENT	5/20/13	INK CARTRIDGE FOR FOLD MAC	265.56
		BRINKS INCORPORATED	5/17/13	WATER-APRIL 2013	192.84
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	443.09
			5/17/13	KPERS #2	438.07
		THE PRINTERY	5/24/13	WATER-WINDOW ENV. W/IMPRIN	494.50
		CARD CENTER	4/30/13	Address Certification Soft	131.00
			5/06/13	WSU-ACCT COURSE-SCHNURR	450.00
			5/06/13	WSU-ACCT COURSE-SINKLIER	450.00
			5/06/13	PEERLESS TYRE-TIRE-DARRELL	120.99
			5/06/13	PEERLESS TYRE-DISPOSAL FEE	28.95
			5/10/13	SERVICE CALL/KARSMIZKI LOC	180.00
		CINTAS #451	5/17/13	SCRAPER/BROWN MAT	48.25
			5/17/13	UNIFORMS-LANGDON, KENNY	10.74
			5/24/13	SCRAPER/BROWN MAT	30.07
			5/24/13	UNIFORMS-LANGDON, KENNY	10.74
		SENSUS METERING SYSTEMS	5/28/13	SENSUS METERING SYSTEMS	625.00_
				TOTAL:	22,542.27
SEWER DISTRIBUTION	WATER & SEWER FUND INTERNAL REVENUE SERVICE		5/17/13	SOCIAL SECURITY WITHHOLDIN	335.62
			5/17/13	MEDICARE WITHHOLDING	78.49

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		BEN KITCHENS PAINTING CO	5/21/13	BATHROOM(W) & SHOP REPAIRS	93.75
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	386.97
			5/17/13	PHS EMPLOYEE	386.56
			5/03/13	PHS EMP/SPOUSE	29.07
			5/17/13	PHS EMP/SPOUSE	29.07
		UNIVERSAL LUBRICANTS, LLC	4/29/13	OIL AND OTHER LUBRICANTS	217.63
		CENTURY UNITED COMPANIES, INC	5/22/13	Copier - PW	7.00
			5/22/13	Copier - PW Overage Charge	2.89
		BARNES DISTRIBUTION	5/07/13	FLEET STOCK PIECES	206.63
		CENTRAL POWER SYSTEMS & SERVICES	5/22/13	LUBE SPIN AND FILTERS	14.04
			5/22/13	FILTERS-ALL TYPES FOR STOC	23.95
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	37.30
			5/17/13	DELTA DENTAL OF KANSAS	38.21
			5/03/13	DELTA DENTAL OF KANSAS	16.44
			5/17/13	DELTA DENTAL OF KANSAS	16.40
		GEARY COUNTY PUBLIC WORKS	5/06/13	SEWER MAINT-UNLEADED	536.15
			5/06/13	SEWER-MAINT-DIESEL	326.25
			5/06/13	FUEL SURCHARGE	12.40
			5/06/13	CARD	0.00
		KEY OFFICE EQUIPMENT	5/20/13	CPY PAPR, INK CART, WHITEO	28.53
		KANSAS GAS SERVICE	5/20/13	2324 N JACKSON-APR 2013	187.84
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	55.29
			5/17/13	KPERS #2	347.88
		NAPA AUTO PARTS OF J.C.	5/14/13	STOCK U NUTS	1.32
		CARD CENTER	5/09/13	SAFETY VESTS	52.50
			5/09/13	OFFICE SUPPLIES	6.30
			5/17/13	WALMART-WPR BLDS,WLL PLTS,	7.83
			5/17/13	UPS-ENG/DES DOCS TO HDR	4.81
			5/17/13	HANDYS-FUEL DPW CONF IN LW	11.75
			5/09/13	DRAIN WOOD	22.99
			5/09/13	PAPER TOWELS FOR SHOP	8.72
			5/09/13	AIR DUSTERS	7.49
			5/09/13	OFFICE SUPPLIES	4.06
			5/09/13	OFFICE SUPPLIES	5.85
		CINTAS #451	5/20/13	WKLY MATS	6.16
			5/24/13	WKLY MATS	6.16
		SALINA WHOLESALE SUPPLY	5/14/13	MTR CPLG, YOKES, YOKE STOP	285.32_
				TOTAL:	3,845.62
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	653.43
			5/17/13	MEDICARE WITHHOLDING	152.80
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	430.70
			5/17/13	PHS EMPLOYEE	431.10
			5/03/13	PHS EMP/SPOUSE	46.39
			5/17/13	PHS EMP/SPOUSE	46.39
			5/03/13	PHS FAMILY	54.12
			5/17/13	PHS FAMILY	54.12
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	71.09
			5/17/13	DELTA DENTAL OF KANSAS	70.18
			5/03/13	DELTA DENTAL OF KANSAS	26.63
			5/17/13	DELTA DENTAL OF KANSAS	26.67
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	383.70
			5/17/13	KPERS #2	489.05
		THE PRINTERY	5/24/13	SEWER-WINDOW ENV. W/IMPRIN	494.50_
				TOTAL:	3,430.87

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
WASTEWATER PLANTS	WATER & SEWER FUND DS&O RURAL ELECTRIC		5/20/13	SEWER LIFT	48.63
			5/20/13	BROOKEBEND LIFT STATION	76.95
			5/20/13	LIFT STATION- HILLTOP #5	203.20
			5/20/13	2542/2548 JAGER DR SWR LIF	76.19
			5/20/13	2326/2321 OSPREY SWR LIFT	73.67
			5/20/13	2515 WILMA-OLIVIA FARMS-LI	93.49
		F & R SERVICES	5/28/13	EWWT PLANT	425.00
			5/14/13	EASH ASH ST LIFT STATION	52.50
			5/14/13	SWWWT PLANT	325.00
		VEOLIA WATER NORTH AMERICA	4/23/13	WASTEWATER UTILITY	2,269.11
			4/23/13	WW UTILITY RETRO - JAN & F	4,538.22
			4/23/13	WASTEWATER UTILITY	106,991.44
			4/23/13	WW MONTHLY R & M FEE	41,412.67
			4/23/13	2012 WW ELE/GAS SHARD SAVG	4,603.82
			4/23/13	2012 RECONCILIATION-CHEMIC	40,962.62-
			4/23/13	2012 RECONCILIATION-SLUDGE	25,691.51-
			4/23/13	2012 RECONCILIATION- PW	3,286.40-
				TOTAL:	91,249.36
NON-DEPARTMENTAL	STORM WATER	LOYAL AMERICAN LIFE INSURANCE COMPANY	5/03/13	CANCER PLAN	4.27
			5/17/13	CANCER PLAN	4.27
		INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	254.76
			5/17/13	SOCIAL SECURITY WITHHOLDIN	140.60
			5/17/13	MEDICARE WITHHOLDING	32.88
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	25.00
		AMERICAN UNITED LIFE INSURANCE COMPANY	5/03/13	AMERICAN UNITED LIFE	0.45
			5/17/13	AMERICAN UNITED LIFE	0.45
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	48.34
			5/17/13	PHS EMPLOYEE	48.34
		CITY OF JUNCTION CITY	5/17/13	TELEPHONE REIMBURSEMENT	6.62
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	5.34
			5/17/13	DELTA DENTAL OF KANSAS	5.34
			5/17/13	DELTA DENTAL OF KANSAS	18.66-
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	79.18
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	41.66
			5/17/13	KPERS #2	76.42
		CITY OF JC FLEX SPENDING ACCT 1074334	5/17/13	FLEX SPENDING-1074334	5.21
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	5/03/13	AFLAC BEFORE TAX	7.25
			5/17/13	AFLAC BEFORE TAX	7.25
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/17/13	UNITED WAY	2.25_
				TOTAL:	777.22
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	140.56
			5/17/13	MEDICARE WITHHOLDING	32.88
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	193.26
			5/17/13	PHS EMPLOYEE	193.26
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	10.80
			5/17/13	DELTA DENTAL OF KANSAS	10.80
			5/03/13	DELTA DENTAL OF KANSAS	8.19
			5/17/13	DELTA DENTAL OF KANSAS	8.19
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	82.67
			5/17/13	KPERS #2	101.12_
				TOTAL:	781.73
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	1,009.72
			5/17/13	SOCIAL SECURITY WITHHOLDIN	578.42

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/17/13	MEDICARE WITHHOLDING	135.29
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	105.09
		AMERICAN UNITED LIFE INSURANCE COMPANY	5/03/13	AMERICAN UNITED LIFE	18.87
			5/17/13	AMERICAN UNITED LIFE	18.87
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	131.45
			5/17/13	PHS EMPLOYEE	131.45
			5/03/13	PHS EMP/SPOUSE	325.48
			5/17/13	PHS EMP/SPOUSE	325.48
			5/03/13	PHS FAMILY	65.91
			5/17/13	PHS FAMILY	65.91
		CITY OF JUNCTION CITY	5/17/13	TELEPHONE REIMBURSEMENT	5.30
		CITY OF JUNCTION CITY	5/17/13	CITY OF JUNCTION CITY -P&R	3.75
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	30.39
			5/17/13	DELTA DENTAL OF KANSAS	30.39
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	351.99
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	28.84
			5/17/13	KPERS #2	484.67
		CITY OF JC FLEX SPENDING ACCT 1074334	5/17/13	FLEX SPENDING-1074334	15.62
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	5/03/13	AFLAC	22.66
			5/17/13	AFLAC	22.66
			5/03/13	AFLAC BEFORE TAX	2.70
			5/17/13	AFLAC BEFORE TAX	2.70
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/17/13	UNITED WAY	3.55_
				TOTAL:	3,917.16
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	510.75
			5/17/13	MEDICARE WITHHOLDING	119.47
		BEN KITCHENS PAINTING CO	5/21/13	BATHROOM(W) & SHOP REPAIRS	187.50
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	502.55
			5/17/13	PHS EMPLOYEE	502.55
			5/03/13	PHS EMP/SPOUSE	193.29
			5/17/13	PHS EMP/SPOUSE	193.29
		UNIVERSAL LUBRICANTS, LLC	4/29/13	OIL AND OTHER LUBRICANTS	435.28
		CENTURY UNITED COMPANIES, INC	5/22/13	Copier - PW	7.00
			5/22/13	Copier - PW Overage Charge	2.89
		ROBERTS TRUCK CENTER	5/01/13	MANIS, GASKETS, NUT, KIT	769.37-
			5/21/13	#585 PARTS	266.79
			5/21/13	#585 LABOR	543.81
			5/22/13	#585 L/R REPAIRS & FUEL	75.00
		BARNES DISTRIBUTION	5/07/13	FLEET STOCK PIECES	413.27
		CENTRAL POWER SYSTEMS & SERVICES	5/22/13	LUBE SPIN AND FILTERS	28.03
			5/22/13	FILTERS-ALL TYPES FOR STOC	47.90
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	48.60
			5/17/13	DELTA DENTAL OF KANSAS	48.60
			5/03/13	DELTA DENTAL OF KANSAS	24.61
			5/17/13	DELTA DENTAL OF KANSAS	24.61
		GEARY COUNTY PUBLIC WORKS	5/06/13	SANITATION-UNLEADED	178.82
			5/06/13	SANITATION-DIESEL	4,388.01
			5/06/13	FUEL CHARGE	61.19
			5/06/13	CARDS	0.00
		GROSS WRECKER SERVICE	5/23/13	#584 TOW	150.00
		KEY OFFICE EQUIPMENT	5/20/13	CPY PAPR, INK CART, WHITEO	57.06
		KANSAS GAS SERVICE	5/20/13	2324 N JACKSON-APR 2013	187.83
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #2	604.96
		NAPA AUTO PARTS OF J.C.	5/14/13	STOCK U NUTS	2.65
		CARD CENTER	5/09/13	CLEAN UP DAY BAGS	160.88

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/09/13	SAFETY VESTS	105.00
			5/09/13	OFFICE SUPPLIES	12.61
			5/09/13	OFFICE SUPPLIES	8.11
			5/09/13	OFFICE SUPPLIES	11.70
		CINTAS #451	5/20/13	WKLY MATS	12.34
			5/24/13	WKLY MATS	12.34_
				TOTAL:	9,359.92
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	67.63
			5/17/13	MEDICARE WITHHOLDING	15.82
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	23.19
			5/17/13	PHS EMPLOYEE	23.20
			5/03/13	PHS FAMILY	23.20
			5/17/13	PHS FAMILY	23.20
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	12.96
			5/17/13	DELTA DENTAL OF KANSAS	12.96
			5/03/13	DELTA DENTAL OF KANSAS	1.64
			5/17/13	DELTA DENTAL OF KANSAS	1.64
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	57.26
			5/17/13	KPERS #2	36.42_
				TOTAL:	299.12
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	BLUE CROSS BLUE SHIELD OF KS	5/17/13	BLUE CROSS BLUE SHIELD	153.75_
				TOTAL:	153.75
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	300.66
			5/17/13	MEDICARE WITHHOLDING	29.88
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	38.66
			5/17/13	PHS EMPLOYEE	38.66
		JUNCTION CITY POLICE	5/17/13	JCPOA	20.00
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	89.35
		KANSAS PUBLIC EMPLOYEES	5/17/13	KP&F	146.94_
				TOTAL:	664.15
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	5/17/13	MEDICARE WITHHOLDING	29.88
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	154.63
			5/17/13	PHS EMPLOYEE	154.63
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	10.94
			5/17/13	DELTA DENTAL OF KANSAS	10.94
		KANSAS PUBLIC EMPLOYEES	5/17/13	KP&F	362.32_
				TOTAL:	723.34
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	5/17/13	FEDERAL WITHHOLDING	34.11
			5/17/13	SOCIAL SECURITY WITHHOLDIN	32.50
			5/17/13	MEDICARE WITHHOLDING	7.60
		ING LIFE INSURANCE & ANNUITY COMPANY	5/17/13	ING	25.00
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	19.33
			5/17/13	PHS EMPLOYEE	19.33
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	5.33
			5/17/13	DELTA DENTAL OF KANSAS	5.33
		KANSAS DEPT OF REVENUE	5/17/13	STATE WITHHOLDING	11.92
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	22.29
		CITY OF JC FLEX SPENDING ACCT 1074334	5/17/13	FLEX SPENDING-1074334	8.34_
				TOTAL:	191.08
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	5/17/13	SOCIAL SECURITY WITHHOLDIN	32.50



DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/17/13	MEDICARE WITHHOLDING	7.60
		JENNIFER ARNESON, DVM	5/16/13	FIGO-EXAM	70.90
			5/22/13	FIGO EXAM	178.15
		COVENTRY HEALTH SYSTEMS	5/03/13	PHS EMPLOYEE	77.31
			5/17/13	PHS EMPLOYEE	77.31
		CENTURY LINK	5/21/13	N051402308 DTF PHONE SERVI	38.31
		GLEN RAW	5/16/13	DOOR DAMAGE ADABAG	303.96
		DELTA DENTAL (PAYROLL)	5/03/13	DELTA DENTAL OF KANSAS	10.80
			5/17/13	DELTA DENTAL OF KANSAS	10.80
		GEARY COUNTY PUBLIC WORKS	5/13/13	DTF FUEL APRIL 2013	1,101.92
		KANSAS PUBLIC EMPLOYEES	5/17/13	KPERS #1	44.24
		LIFE, MICHAEL	5/15/13	DTF BUY MONEY	1,000.00
		CARD CENTER	5/15/13	QUANTICO-SWAT POUCH	19.99
			5/15/13	WALMART-CDS	22.88
			5/15/13	WALMART-WATER,CDS,DVD	103.62
			5/15/13	WALMART-COFFEE,WATER	20.42
			5/15/13	WALMART-DVD,CD	46.64
			5/15/13	WMART-WATER	11.94
			5/15/13	WMART-WATER	11.94
			5/15/13	WMART-CD,DVD	92.40
			5/15/13	KTA-TOLL FEES INVESTIGATIO	2.75
			5/15/13	KTA-TOLL FEES INVESTIGATIO	2.75
			5/15/13	1772J&R-DAMPER/SERPENTINE#2	91.30
			5/15/13	1755J&R-IGNITION COIL #226	55.00
			5/15/13	ORAP358622 WIPER BLADE #22	16.14
			5/15/13	ORAP360215 HARNESS #235	7.99
			5/15/13	ORAP360215 HARNESS #235	7.99-
				TOTAL:	3,451.57
PASTA 58	TRUST & AGENCY FUN CARD CENTER		5/10/13	PASTA 58 SNACKS/WALMART	151.16
			5/10/13	UNUSED SNACKS PASTA 58/WAL	24.89-
				TOTAL:	126.27
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR CARD CENTER		5/15/13	KTO-TOLL FEES KERIT MTG #2	3.00
			5/15/13	KTO-TOLL FEES KERIT MTG #2	2.75_
				TOTAL:	5.75

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====					
01	GENERAL FUND				335,076.47
02	GRANTS				18,687.17
10	SPIN CITY				3,993.82
12	BOND & INTEREST				80,072.15
15	WATER & SEWER FUND				266,888.08
18	STORM WATER				1,558.95
23	SANITATION FUND				13,576.20
35	EMPLOYEE BENEFITS FUND				153.75
47	DRUG & ALCOHOL ABUSE FUND				1,387.49
50	SPECIAL LE TRUST FUND				3,642.65
51	TRUST & AGENCY FUND				126.27
54	LAW ENFORCEMENT TRAINING				5.75
-----					
GRAND TOTAL:					725,168.75
-----					

TOTAL PAGES: 24

## SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 5/14/2013 THRU 5/28/2013  
-----

## PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

## PRINT OPTIONS

PRINT DATE: GL Post Date  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: APPROPRIATIONS--MAY 14-MAY 28 2013-CS  
SIGNATURE LINES: 0  
-----

## PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
-----

**Backup material for agenda item:**

- b. Consideration of the City Commission Minutes for May 21, 2013.

## **CITY COMMISSION MINUTES**

May 21, 2013

7:00p.m.

### **CALL TO ORDER**

The regular meeting of the Junction City Commission was held on Tuesday, May 21, 2013 with Mayor Cecil Aska presiding.

The following members of the Commission were present: Cecil Aska, Pat Landes, Mick McCallister, Mike Ryan, and Jim Sands. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Ficken.

### **CONSENT AGENDA**

Consideration of Appropriation Ordinance A-10 dated April, 30 – May 13, 2013 in the amount of \$369,172.50. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of the City Commission Minutes for May 7, 2013, Special City Commission meeting for May 1, 2013, and City Commission Work Session for May 4, 2013. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Resolution R-2723, adoption of bylaws and appointment of member representative to Midwest Public Risk (MPR). Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and approval of request to block off parking space at 722 ½ N. Washington for a Knights Templar's BBQ on May 27, 2013. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of the noise waiver, animal ordinance waiver, resident, transient, and itinerant and peddler waiver, authorization to discharge fireworks and authorization to ban bicycles and skateboards for Sundown Salute for July 3-6, 2013 in Heritage Park. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-6, 2013. Commissioner

Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W. 5<sup>th</sup> St. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W. 12<sup>th</sup> St. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W. 7<sup>th</sup> St. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

## **SPECIAL PRESENTATIONS**

Presentation of the 2013 Relay for Life Proclamation. Mayor Aska presented the proclamation.

## **NEW BUSINESS**

Consideration to refinance City debt Series 2013A. Finance Director Beatty stated that savings could be used for capital expenditures. Commissioner Landes asked if there would be additional opportunities for refinancing in the future. Columbia Capital representative Dennis Lloyd stated that there would not be a refinance opportunity since there are not additional callable bonds for some time. Mayor Aska asked if the funds could be saved. Finance Director Beatty stated that the funds could be saved, but capital investment would result in a good return. Finance Director Beatty stated that some of the refinanced bonds will be called in advance resulting in some additional interest charges. Commissioner Ryan asked if the other bonds would be replaced entirely with the Series 2013A refinance. Finance Director Beatty responded yes. Commissioner Ryan added that it will cost approximately \$125,000 for the process of the refinancing. Dennis Lloyd stated that ultimately, the market will determine the savings as a result of the refinance. Commissioner McCallister stated that this looks like an opportunity for some free money. Commissioner Landes asked if the refinancing would impact the City's credit rating. Dennis Lloyd stated that the positive steps that the City took following the fiscal crisis will have a positive impact, and this refinancing will have an insignificant impact on the City's rating. Commissioner Sands stated that it would be good to pay down the debt with the funds. Commissioner Landes stated that he believes the better impact would be to invest in the streets; if the amount were larger to make an impact on the debt it would be a good idea to pay

down the debt. Commissioner Landes added that the 2012 Community Survey pointed to streets as a place for improvement. Commissioner McCallister agreed that the streets need to be addressed. Commissioner Sands asked what the total savings from the refinance are estimated to be. Finance Director Beatty stated that an estimate is \$450,000 to \$500,000 in savings. Commissioner Landes moved, seconded by Commissioner Ryan to approve Resolution R-2724. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner Landes moved, seconded by Commissioner McCallister to approve Resolution R-2725. Ayes: Aska, Landes, McCallister, Ryan. Nays: Sands. Motion carried.

Consideration and approval of a 2012 Federal Assistance to Firefighters Grant in the amount of \$760,000 to purchase a new aerial truck. Finance Director Beatty stated that the Fire Equipment Reserve fund can be used to meet the funding requirements of the grant. Commissioner Sands stated that he learned about the importance of standoff distance, and this truck will provide an improvement. Commissioner Aska inquired as to how much the City may receive for the current ladder truck. Interim Chief Rook stated that the truck is not code compliant, and was purchased for \$350,000 20 years ago. Commissioner McCallister requested that the Fire Department keep the Commission informed on the truck selection process. Commissioner Sands moved, seconded by Commissioner Ryan to approve the 2012 Federal Assistance to Firefighters Grant in the amount of \$760,000 to purchase a new aerial truck. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Discussion about the City's future Microsoft software acquisition procedures and policies. Information Technology Director Germann stated that the Microsoft program would allow for the latest versions of Microsoft office to be provided at an additional cost of \$75,000 per year for 3 years, and then a lower cost moving forward. The program would provide software for 235 units. Commissioner Landes asked what the County is running. Information Technology Director Germann stated that they are probably running Office 2010. Mr. Germann stated that the package would also include an upgrade on SharePoint; a dated free version is currently being used. Commissioner Landes asked whether everyone really needs the professional version of the software, and asked if hardware upgrades would be required. Commissioner Sands stated that a similar upgrade in his office required the installation of more RAM on some PC units. Commissioner McCallister stated that he is not interested in learning as far forward on software acquisition as this Microsoft program would require. No action was taken.

The consideration and approval to solicit bids for the demolition of the property at 508 W. 10<sup>th</sup> St. being a condemned structure. Commissioner Landes asked if all legal notices were made. City Attorney Logan replied yes. City Manager Vernon asked if the owner was still residing at the property. Senior Inspector Karmann stated that he has gone to great lengths to make contact, and he does not

believe the owner lives there anymore; the owner's vehicle has not been seen at the residence. Commissioner Sands asked if the residence was receiving utility services. Senior Inspector Karmann stated electric and water only. Commissioner McCallister asked if the building is unsafe. Senior Inspector Karmann stated that as a result of the holes in the roof, mold would make the structure uninhabitable. Commissioner Sands suggested turning off the utilities to see if there is a response from the owner. Commissioner McCallister stated that he is not sympathetic when structures are allowed to come to this level of disrepair. Commissioner Landes moved, seconded by Commissioner McCallister to solicit bids for the demolition of the property at 508 W. 10<sup>th</sup> St. being a condemned structure. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of the request by Ray Heinrichs, owner, for a Special Use Permit to establish a Restaurant and Catering Facility at property zoned "IL" Light Industrial at 904 Price Street, Junction City, KS. Commissioner McCallister asked if there would be a new kitchen. Planning & Zoning Director Yearout stated that the kitchen would be new to the building. Commissioner Sands moved, seconded by Commissioner Landes to approve Ordinance S-3119 a request by Ray Heinrichs, owner, for a Special Use Permit to establish a Restaurant and Catering Facility at property zoned "IL" Light Industrial at 904 Price Street, Junction City, KS. Ayes: Aska, Landes, Ryan, Sands. Nays: McCallister. Motion carried.

Consideration and approval of a contract amendment for the 2013 street maintenance program – concrete patching. Public Services Director McCaffery stated that the use of Hi-early concrete was to meet timelines for staff so that additional projects for the micro surfacing could be completed. Commissioner Landes stated that the intersection is also very busy, which is another reason for the use of this material. Commissioner McCallister moved, seconded by Commissioner Sands to approve the contract amendment for the 2013 Street Maintenance Program – Concrete Patch in the amount not to exceed \$34,399.20 to T&M Concrete Construction Inc. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and approval of a Kansas Department of Transportation, Grant for an airport fuel containment facility at Freeman Field Airport. Commissioner Ryan stated that he is surprised there is not already containment on site. Commissioner Sands asked if the County has drawing that could be used to save on engineering costs. Public Services Director McCaffery stated that the site is unique due to the size and weight of trucks using the facility; soil samples will be needed for example. Commissioner Sands moved, seconded by Commissioner Ryan to approve the KDOT – Airport Modernization Grant for the Freeman Field Fuel containment facility, and allow the Mayor to sign the agreement documents. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none.



Consideration of approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army. The Commission provided guidance for changes. No action was taken.

Consideration and selection of City Manager recruitment services. The Commission requested presentations from the recruitment companies at 6:00 p.m. May 28, 2013.

### **COMMISSIONER COMMENTS**

Commissioner McCallister asked that people keep the Oklahoma storm victims in their thoughts; and good work to Public Works on the cleanup in Junction City.

Commissioner Ryan stated that an appointment to the MPC is needed for his replacement. Commissioner Ryan stated that the City Code needs to be amended regarding the Health Department and funding.

Commissioner Sands stated that it is good to have rain. Rucker Rd. West of US-77 needs serious repair.

Commissioner Landes stated that in time of disaster, let the professionals get to work; people can best help by donating to the Red Cross.

Mayor Aska stated that the Brigade opener is on June 1, and thanks to Ben Kitchens Painting Co. for their work at Rathert Stadium.

### **STAFF COMMENTS**

City Attorney Logan stated that she will have a resolution for Commission consideration regarding open carry in public buildings in reference to H.B 2052. City Attorney Logan will not be at the next Commission meeting, but her associate David Waters will be in attendance.

### **ADJOURNMENT**

Commissioner Landes moved, seconded by Commissioner Ryan to adjourn at 9:40 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 4th DAY OF JUNE AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MAY 21, 2013.

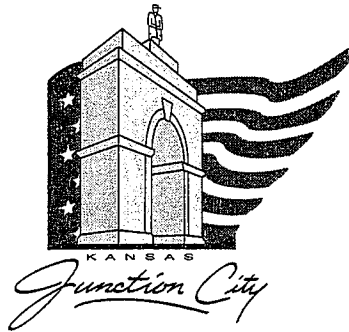
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Tyler Ficken, City Clerk

Cecil Aska, Mayor

**Backup material for agenda item:**

- c. Consideration of May payroll.



## City of Junction City - City Commission Agenda Memo

June 4<sup>th</sup>, 2013

**From:** Alyson Kanning, Director of Human Resources  
**To:** Mayor & Commissioners  
**Subject:** May 2013 Payroll

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**Objective:** The consideration and approval of Payroll #9, #10 & #11 for the month of May 2013

**Explanation of Issue:** The payroll for May 2013 were calculated as the attachment outlines

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand

Approve, disapprove or table the May 2013 Payroll request

**Recommendation:** City staff recommends that the City Commission approve the May 2013 Payroll.

**Enclosures:**

1. Calculation of Employer Expenses for payroll #9, #10 & #11
2. Payroll Check Register 5.3.13
3. Payroll Check Register 5.17.13
4. Payroll Check Register 5.31.13

## Employer Paid Wages & Benefits

	Payroll #9	Payroll #10	Payroll #11
<b>Retirement Contributions</b>			
KPERS Tier 1	\$ 4,562.73	\$ 4,637.16	\$ 4,592.90
KPERS Tier 2	\$ 5,569.26	\$ 5,741.04	\$ 6,817.24
KP&F	\$ 30,920.61	\$ 32,995.53	\$ 31,455.24
KPERS Retiree	\$ 174.18	\$ 195.08	\$ 174.18
Deferred Comp	\$ 384.62	\$ 384.62	\$ 384.62
<b>Taxes</b>			
Social Security	\$ 8,475.92	\$ 8,735.22	\$ 10,575.31
Medicare	\$ 4,323.33	\$ 4,551.33	\$ 4,943.36
<b>Benefits</b>			
Delta Dental	\$ 2,637.42	\$ 2,669.96	
Preferred Health Systems	\$ 20,256.53	\$ 20,101.90	
Advance Insurance Systems	\$ 1,668.83	\$ 8.82	
<b>Wages Payable</b>			
Employee Salary	\$ 219,728.22	\$ 230,324.36	\$ 219,728.22

\*\*\* This was a 3rd payroll month. The 3rd payroll of the month does not have any "benefit" deductions taken from the employee checks, however KPERS and taxes are still taken.

PAYROLL NO: 01 CITY OF JUNCTION CITY

PAYROLL DATE: 5/03/2013

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:  
DIRECT DEPOSIT REGULAR CHECKS: 223 219,415.30  
MANUAL CHECKS:  
PRINTED MANUAL CHECKS:  
DIRECT DEPOSIT MANUAL CHECKS: 1 312.92  
VOIDED CHECKS:  
NON CHECKS: 1  
-----  
TOTAL CHECKS: 224 219,728.22

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

P#9

PAYROLL NO: 01 CITY OF JUNCTION CITY

PAYROLL DATE: 5/17/2013

## \*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	227	230,140.60
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:	1	183.76
VOIDED CHECKS:		
NON CHECKS:		
-----		
TOTAL CHECKS:	228	230,324.36

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

7/10

PAYROLL NO: 01 CITY OF JUNCTION CITY

PAYROLL DATE: 5/31/2013

## \*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	4	699.70
DIRECT DEPOSIT REGULAR CHECKS:	259	255,711.81
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:	1	0.50
VOIDED CHECKS:		
NON CHECKS:		/
		-----
TOTAL CHECKS:	264	256,412.01

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

P#11

**Backup material for agenda item:**

- d. Consideration of approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army.



**Junction City Commission**  
**Agenda Memo –**  
**Meeting May 21, 2013**

**To:** City Commissioners and Gerry Vernon, City Manager  
**From:** Cheryl S. Beatty, ACM/Finance Director  
**Subject:** **Approval of License Agreement – Linear Park**

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**Objective:** Approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army.

**Explanation of Issue:** Approximately ten years ago the City participated in a joint project with Fort Riley to develop Linear Park to establish a walking path along the Republican River. The City, through a license agreement is held responsible for the day to day care and maintenance for the trail, the parking lot, and the bathroom at the trailhead. In February staff requested approval of a License Agreement renewal sent to us by Fort Riley. That agreement was forwarded to the District Corps of Engineers office which manages U.S. Army properties. They reported that the format for such agreements had been changed, therefore, they sent us a new agreement. The changes to the agreement were substantial enough that felt we needed to bring it back to the City Commission for approval. Upon discussion with the city commission the following was completed

We found three additions to the agreement for your review and consideration:

1. Item 9: Cost of utilities. The Corps of Engineers agreed to our proposed language.
2. Item 17: Our general liability insurance will cover the operations of the this facility on leased land. They agreed to issue a certificate of insurance for this purpose.

**Budget Impact:** The license agreement cost is \$1,500, which was already submitted with the original agreement. I have placed a call to MPR to find out if there will be an additional cost for the insurance coverage.

**Alternatives:** It appears that the City Commission may approve, disapprove, or table the License Agreement.

**Recommendation:** Staff recommends the approval of Linear Park License Agreement.

**Motion:** I, \_\_\_\_\_, move to approve the Linear Park License Agreement with the Department of Army as presented. Seconded by \_\_\_\_\_.

**Enclosures:** Copy of License Agreement

**DEPARTMENT OF THE ARMY  
LICENSE NUMBER DACA41-3-13-2056  
BETWEEN  
FORT RILEY MILITARY RESERVATION  
AND  
THE CITY OF JUNCTION CITY  
GEARY COUNTY, KANSAS**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under the general administrative authority of the Secretary, hereby grants to the **City of Junction City, Kansas**, duly organized and existing under and by virtue of the laws of the State of Kansas, with its principal office and mailing address located at **P.O. Box 287, 701 North Jefferson Street, Junction City, Kansas 66441-0287**, hereinafter referred to as the licensee, a license for the **maintenance and operation of a linear park over, across, in and upon lands of the United States**. The linear park, consisting of a 10-foot wide, gravel nature trail following an irregular path varying from 50 to 150 meters from the Republican River Channel approximately 5 miles long beginning at Trooper Drive at the Republican River Bridge and ending at the Installation boundary at U.S. Highway 77, as identified in **EXHIBIT "A"** of the license containing approximately 6 acres of land, referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions:

**1. TERM**

This license is granted for a term of **five (5) years**, which began on **1 April, 2012** and expire **31 December, 2016**, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the construction, operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this license shall be addressed, if to the licensee to **P.O. Box 287, 701 North Jefferson Street, Junction City, Kansas 66441-0287** and if to the United States, to the **District Engineer, Attention: Chief, Real Estate Division, Kansas City District, 700 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "licensee" shall include any duly authorized representatives. Any reference to "Operations Manager" shall be interpreted to be the Corps of Engineers Operations Manager, Fort Riley, Kansas, and include his/her duly authorized representatives.

#### **5. SUPERVISION BY THE INSTALATION COMMANDER**

The use and occupancy of the premises shall be subject to the general supervision and approval of the Installation Commander, Fort Riley Military Reservation, hereinafter referred to as said officer, and subject to such rules and regulations as may be prescribed from time to time by said officer.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The licensee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the Premises are located.

#### **7. CONDITIONAL USE BY LICENSEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the rights of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the licensee, and this license, or any interest therein, may not be transferred or assigned.

#### **8. CONDITION OF PREMISES**

- a. The licensee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government of through Government-owned facilities for use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The licensee shall be responsible for any damage that may be caused to the property of the United States by the activities of the licensee under this license. Any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the licensee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the licensee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **12. RESTORATION**

On or before the expiration of this license or earlier cessation of operations by the licensee, the licensee shall cease the commercial use of the premises as authorized herein, remove any property of the licensee from the premises, and restore any property which may have been disturbed or damaged by the licensee the premises to a condition satisfactory to said officer. In the event of revocation of this license, the licensee shall likewise immediately cease operations, remove any property of the licensee from the premises and repair any damages caused by the operations of the licensee under this license. In either event, if the licensee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, any abandoned property shall become the property of the United States without compensation therefore, or said officer may cause the property to be removed and the premises restored, and no claim for damages shall be created by or made on account of such removal and restoration work. The licensee shall also pay the United States on demand any sum which may be expended by the

United States after the expiration, revocation, or termination of this license in connection with any failure of the licensee to cease operations and restore the premises as provided for herein.

### **13. NON-DISCRIMINATION**

The licensee shall not discriminate against any person or persons or exclude them from participation in the licensee's operations, programs or activities conducted on the licensed premises, because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises.

### **14. TERMINATION**

The licensee may cease operations under this license at any time prior to its expiration, it being understood and agreed, however, that no refund shall be made of any portion of the advance consideration paid by the licensee.

### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The licensee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The licensee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The licensee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the licensee's activities, the licensee shall be liable to restore the damaged resources.

c. The licensee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## 16. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the licensee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

## 17. INSURANCE

a. At the commencement of this License, the Licensee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of **\$1,000,000.00**, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Licensee under the terms of this License. The Licensee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Licensee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Licensee does not have the required insurance coverage.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the **Army**, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

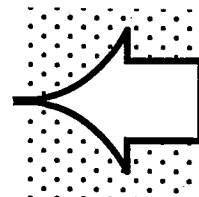
\_\_\_\_\_  
**Barbara J. Cunningham**  
**Real Estate Contracting Officer**  
**U.S. Army Corps of Engineers**  
**Kansas City District**

**THIS LICENSE** is also executed by the licensee this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**City of Junction City, KS**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



*NOTE: The licensee must furnish a Corporate Certificate, signed by the appropriate corporate officer, other than the person executing the outgrant as follows:*

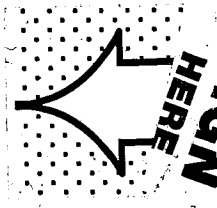
## CORPORATE CERTIFICATE

I \_\_\_\_\_ (name) certify that I am the \_\_\_\_\_  
\_\_\_\_\_ (title) of **City of Junction City, KS** that \_\_\_\_\_ (signator  
of outgrant) who signed the foregoing instrument on behalf of the corporation was then  
\_\_\_\_\_ (title of signator of outgrant) of the corporation. I further certify that  
the said officer was acting within the scope of powers delegated to this officer by the governing  
body of the corporation in executing said instrument.

**CITY OF JUNCTION CITY, KS**

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary or  
Appropriate Officer



(AFFIX CORPORATE SEAL)





*NOTE: The licensee must furnish a Certificate of Authority, signed by the appropriate official, other than the person executing the outgrant, as follows:*

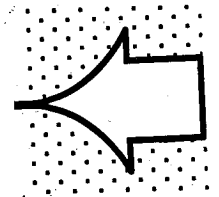
## CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ (name) certify that I am the \_\_\_\_\_  
\_\_\_\_\_ (title) of **City of Junction City, KS**, that \_\_\_\_\_  
(signator of outgrant) who signed the foregoing instrument on behalf of the Licensee was then  
\_\_\_\_\_ (title of signator of outgrant) of **City of Junction City, KS**. I further certify  
that the said officer was acting within the scope of powers delegated to this governing body of  
the licensee in executing said instrument.

**CITY OF JUNCTION CITY, KS**

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk or Appropriate Official



**SIGN  
HERE**

(AFFIX SEAL)

## **9. COST OF UTILITIES**

The licensee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction. The foregoing notwithstanding, licensee shall not be required to pay the cost of producing and/or supplying any utilities and other services unless such utilities or other services were requested and approved in writing by the licensee.

## **10. PROTECTION OF PROPERTY**

The licensee shall be responsible for any damage that may be caused to the property of the United States by the activities of the licensee under this license. Any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the licensee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the licensee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **12. RESTORATION**

On or before the expiration of this license or earlier cessation of operations by the licensee, the licensee shall cease the commercial use of the premises as authorized herein, remove any property of the licensee from the premises, and restore any property which may have been disturbed or damaged by the licensee the premises to a condition satisfactory to said officer. In the event of revocation of this license, the licensee shall likewise immediately cease operations, remove any property of the licensee from the premises and repair any damages caused by the operations of the licensee under this license. In either event, if the licensee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, any abandoned property shall become the property of the United States without compensation therefore, or said officer may cause the property to be removed and the premises restored, and no

**Backup material for agenda item:**

- e. Consideration and Approval of Repairs - Purchase of a Transfer Pump at the SW Wastewater Treatment Plant

# City of Junction City

## City Commission

### Agenda Memo

June 4, 2013

**From:** Gregory S. McCaffery, Municipal Services Director  
**To:** City Commissioners and Cheryl Beatty, Acting City Manager  
**Subject:** **Approval of Contract for Replacement of a Transfer Pump at the SW Wastewater Treatment Plant**

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**Objective:** The consideration and approval of a contract for the replacement of a transfer pump at the SW Wastewater Treatment Plant.

**Explanation of Issue:** Within the last several weeks Veolia Water staff has been dealing with on-going mechanical issues with the transfer pump, which is approximately 10 year old, at the SW Wastewater Treatment Plant (SW WWTP). This unit is used as the primary means for transfer of bio-solids from the East WWTP to the SW WWTP. This pump is now inoperable and needs to be replaced. Failure of the unit was a result of continuous debris which is being transferred through the City's treatment systems. The existing pump was not originally designed to handle neither the volume nor size of the debris which has occurred over the last several years. A rental unit has been obtained, at a cost of \$1,600 per week, with a new unit costing approximately \$14,000, which would include pump purchase and installation. This is a critical piece of equipment within the overall plant operation, and by time a new pump is able to be retained pump rental costs will be approaching \$6,500.

Through discussions with HDR Engineering, Inc. and Veolia Water staff, it was the consensus to proceed with the purchase of a replacement pump through direct solicitation of quotes from known vendors, whom are also able to complete the needed installation at the plant. Two quotes were received:

Letts, Van Kirk & Associates (Kansas City, KS)	\$13,266.00 (with installation)
Hayes Equipment (Olathe, KS)	\$18,800 (without installation)

It is anticipated it will take approximately 4-6 weeks lead time for the delivery and installation of this replacement pump. Veolia Water has been in contact with KDHE as to the status of this equipment condition and operations at the plant.

**Budget Impact:** The transfer pump replacement would be paid through the City Wastewater Fund

**Alternatives:** The City Commission concurrence on the approval of this item is request

**Recommendation:** Staff recommends the City Commission's concurrence of approval of a contract with Letts, Van Kirk & Associates, Kansas City, KS for the purchase and installation of a new transfer pump for the SW WWTP, in an amount not to exceed \$13,266.00, as presented.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve concurrence of the contract for the purchase and installation of a new transfer pump at the SW WWTP the amount not to exceed \$13,266.00 to Letts, Van Kirk & Associates, Kansas City, KS, as presented.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Letts, Van Kirk & Associates Proposal  
Haynes Equipment Proposal

# ***Letts, Van Kirk & Associates***

Municipal Pumps & Equipment

Monday, May 06, 2013

Attn: Mr Calvin Ince

Veolia Water  
PO Box 686  
Junction City, KS 66441

Subject: **Replacement Transfer Pump  
Vaughan Self Priming Chopper Pump  
Our Ref A-12412**

Dear Calvin,

Letts , Van Kirk and Associates is please to offer the following quote on a Vaughan Self Priming Chopper Pumps to replace the existing Gorman Rupp Self Priming Transfer Pump.

**PUMP PERFORMANCE:** 480 GPM @ 40  
FT. TDH  
**APPLICATION:** Septage Receiving  
**INDUSTRY:** Municipal

**1 EA VAUGHAN MODEL SP4C-089 SELF-PRIMING  
CHOPPER PUMP CONSISTING OF:**

- **HOUSING AND CASING**, cast ductile iron.
- **IMPELLER AND UPPER CUTTER**, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- **CUTTER BAR**, plate steel heat treated to minimum 60 Rockwell C Hardness.
- **SHAFT**, heat treated steel.
- **BEARINGS**, ball type thrust and radial bearings, oil lubricated.
- **BEARING HOUSING**, cast ductile iron with site glass.

5600 Inland Drive, Kansas City, Ks 66106  
913-287-3900  
800-627-7800  
913-287-6641Fax

# Letts, Van Kirk & Associates

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Municipal Pumps & Equipment

- **MECHANICAL SEAL**, cartridge type with SC faces, as manufactured by Vaughan. Flushless Type
- **ELASTOMERS**, BUNA N
- **FLANGES**, 4" discharge & 4" inlet, 125 LB ANSI rated.
- **COUPLING**, elastomeric type by TB Woods.
- **MOTOR MOUNT**, 1018 steel, piloted for "C" flanged mounted motor.
- **BASE**, 1018 steel custom to fit 326 TC frame motor.
- **PREMIUM FINISH**: Sandblasted and single coat of Tnemec 27WB Epoxy.

**\*NOTE-** Customer to re-use existing 50 HP 1750 RPM motor.

Price includes freight to jobsite.

Price includes installation of new pump on existing base, new coupling and alignment of new pump with customers existing 50hp 1800 rpm motor. Price also includes modification of existing discharge piping for new pump.

**Price for above pump including installation is \$ 13,266.00 net total.**

Deduct \$2640.00 net total for installation and labor from above price if you would prefer to install the unit yourself.

We appreciate the opportunity to work with you. Please contact me if I can be of further assistance.

Sincerely,

*Rick Van Kirk*

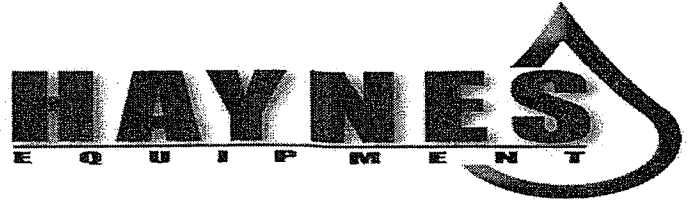
Rick Van Kirk

CC Brad Saul- Shop Manager  
CC Jim Stone- LVK

5600 Inland Drive, Kansas City, Ks 66106  
913-287-3900  
800-627-7800  
913-287-6641 Fax



15725 Pflumm Road  
 Olathe, Kansas 66062  
 Phone: 913-782-4962  
 Fax: 913-782-5894  
 Web: [www.haynesequip.com](http://www.haynesequip.com)  
 Email: [kgabbert@haynesequip.com](mailto:kgabbert@haynesequip.com)



PROPOSAL TO: Veolia Water  
 Calvin Ince - Supervisor

DATE: February 28, 2013

NUMBERS: 785-762-7814

SUBJECT: S.W. WWTP  
 Junction City, KS  
 Sludge Chopper Pump

ITEM	QUAN.	DESCRIPTION	PRICE EA.	TOTAL
1	1	Hayward Gordon CHOPX4A Chopper Pump, 5 Hp, 1200 rpm, 460/3/60, 6"x4", Direct Drive and as outlined in the attached detailed information from Hayward Gordon		
2	1	Start-up Service Day by Haynes Equipment in 1 trip		
			Total	\$18,800
		Notes:  1. Freight is included. 2. See additional notes and comments from Hayward Gordon attachment. 3. Installation, piping, and pressure gauge are excluded and shall be provided by others.. 4. Seal water is required and shall be provided by others.		

TERMS: Net Cash 30 Days from Date of Shipment.  
 No Sales and/or Use Taxes are included in this proposal

FOB: Factory  
 Shipped via truck  
 with freight charges  
 pre-paid.

SEE TERMS & CONDITIONS ON PROPOSAL

TIME OF SHIPMENT: 14-16 weeks ARAD

ACCEPTED BY:

DATE:

SIGN

Kevin Gabbert

**"IF WE SUPPLY IT, WE MAKE IT WORK!"**

THIS PROPOSAL SUBJECT TO ACCEPTANCE BY PURCHASER WITHIN THIRTY DAYS FROM DATE HEREOF  
 WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.

# HAYNES EQUIPMENT COMPANY, INC.

## HECI

### TERMS AND CONDITIONS

1. **Acceptance:** this proposal is submitted to Purchaser subject to the terms and conditions hereinafter set forth. There are no other agreements or representations, verbal or otherwise, outside of this proposal. Upon acceptance hereof by Purchaser by signing acceptance copy of this proposal and returning same to Seller, and upon execution of this proposal by an authorized representative of Seller, this proposal shall become a binding contract. In the event that Purchaser submits their own Purchase Order in lieu of accepting this proposal, no contract shall be formed until Seller shall submit to Purchaser, Sellers acknowledgement, in which event a contract shall thereupon become effective, subject to the terms and conditions of said acknowledgment. Seller rejects all additional or different terms in any of the Purchasers forms or documents.
2. **Payment:** Customer shall pay HECI the full cost as set forth in HECI's documentation. Unless HECI's documentation provides otherwise, all taxes, duties or other governmental charges relating to the goods and services provided shall be paid by Customer. If HECI is required to pay any such charges, Customer shall immediately reimburse HECI. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 11/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of HECI's reasonable costs (including attorney's fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery:** Unless otherwise specified, delivery shall be FOB Factory. Any delivery date set forth in this proposal is approximate. Seller recognizes the desirability of making delivery promptly. However, Seller shall not be responsible for any loss or damage resulting from any delay in delivering or failure to deliver the equipment (as used herein "equipment refers to all equipment, materials, accessories and/or parts which Seller proposes to sell hereunder) where such delay or failure is caused by fire, flood, natural causes, labor trouble (including strikes, slowdowns and lockouts), war, Government regulations, riots, civil disorders, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accidents, acts of God, or any other cause beyond Sellers control.
4. **Taxes:** Prices specified herein do not include any Federal, State, or Municipal sales, excise or other taxes. Therefore, in addition to the prices specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the equipment shall be paid by the Purchaser or in lieu thereof Purchaser shall furnish Seller with tax exemption certificate acceptable to said taxing authorities.
5. **Implied Warranties of Merchantability:** In return for purchase and full payment for Seller's products, Seller warrants each new product supplied by Seller to be free from defects in material and workmanship under normal conditions and use for a period of one year (unless otherwise specified). SELLERS OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at a location dictated by Seller) any part or parts returned with transportation charges prepaid, and which Seller's examination shall show to have been defective. Prior to return of any product or its parts, purchaser shall notify Seller of the claimed defect, and Seller shall have the privilege of examining the product at Buyer's place of business; in the event this examination discloses no defect, Buyer shall have no authority to return the product or parts (to Sellers location) for further examination or repair. All products and parts shall be to buyer FOB (from location dictated by Seller). This warranty shall not apply to any product or part which has been repaired or altered outside of Sellers control, or applied, operated or installed contrary to Seller's instruction, or subjected to misuse, negligence or accident. Seller's Warranty on accessories and component parts not supplied by Seller is expressly limited to that of the manufacturer thereof. THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON SELLER'S PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED. SELLER EXPRESSLY DENIES THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCT OR PARTS BY THE SELLER.  
UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIMS FOR NEGLIGENCE, SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF INSTALLING OR CONNECTING OR REMOVING OR DISCONNECTING, ANY LOSS OR DAMAGES RESULTING FROM A DEFECT IN THE PRODUCT OR PARTS. SELLER WILL NOT ACCEPT ANY CHARGES FOR MODIFICATIONS, SERVICING, REPAIR, ADJUSTMENTS, OR ANY OTHER ITEM WITHOUT AUTHORITY IN THE FORM OF A WRITTEN ORDER ISSUED FROM HECI'S OFFICE, IN ADVANCE OF DOING THE WORK.
6. **Compliance With Law:** Purchaser shall be solely responsible for securing any necessary permit under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Purchaser agrees to provide Seller, upon request, evidence of the securing of any such permits and of compliance with such laws, ordinances and regulations.

7. **Indemnity:** The parties shall indemnify, defend and hold harmless one another from any claim, cause of action or liability incurred by the other as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by the indemnifying party's negligence. The indemnifying party shall have sole authority to direct the defense and settle any indemnified claim, unless the indemnified party elects to decline the right of indemnification, which it may do at any time. The obligation to indemnify is conditioned on the indemnified party: (a) promptly notifying the other party (in the case of the Customer being the indemnifying party), within the warranty period set forth in Section 5: and (b) providing reasonable cooperation in the defense of the claim. It is further understood that seller has relied upon data furnished by and on behalf of Purchaser with respect to the safety aspects of the equipment and that it is the purchasers responsibility to assure that the equipment will, when installed and put to use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons and property. Purchaser hereby agrees to defend, indemnify and hold harmless Seller, it's agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any injury or damage to the person or property caused by inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts as provided in Paragraph 5 hereof.
8. **Scope of Services:** HECI shall provide the services specifically described in Seller's Documentation during normal business hours, otherwise specified in HECI's Documentation. Services requested or required by the Customer outside of these hours will be charged at HECI's then current schedule of rates including overtime charges, if applicable, and will be in addition to the charges outlined in HECI's Documentation. Where the Customer requests additional services which are outside of the scope of work itemized in HECI's Documentation, HECI shall provide those services at its standard time and material rates and pursuant to it's standard terms and conditions then in effect, unless HECI agrees otherwise in writing.
9. **Patent Infringement:** Seller, at its own expense, shall defend any suit brought against Purchaser on the ground that use of the equipment for the purpose for which it was sold hereunder, infringes any United States Letters of Patent existing on the date of submission hereof, and shall pay the amount of any judgment that may be awarded against Purchaser in any such suit, provided and upon the condition that Purchaser shall have made all payments due for the equipment and shall (a) promptly deliver to Seller all infringement notices and other papers received by or served upon Purchaser, (b) permit Seller to take complete charge of the defense of such suit (and to settle the same if this be deemed advisable by Seller); and (c) assist in every reasonable way in the conduct of such defense. In the event that Purchaser shall be enjoined by any court of competent jurisdiction from using the equipment for the purpose for which sold hereunder on the grounds that such use infringes any United States Letters of Patent existing on the date of submission hereof, or if it is at any time established to Sellers satisfaction, upon due investigation, that the equipment infringes such United States Patent, Seller, at its option may either: (1) procure for Purchaser a license to continue using the equipment; (2) modify the equipment so as to make it non-infringing without seriously impairing its performance; (3) replace the equipment with equipment that is substantially equal but non-infringing; or (4) remove the equipment from point of installation, in which event Seller shall refund to Purchaser or owner the purchase price less depreciation at the rate of 15% per year. The forgoing sets forth Sellers entire liability to Purchaser for patent infringement based on the possession and the use of the equipment by Purchaser, it being understood and agreed that the aforesaid obligations of Seller do not extend to, and are not applicable in the case of, any patent infringement claims directed to a method or process.
10. **Prices:** This proposal is valid for a period of 30 days from the date hereof. If this proposal should become a binding contract as herein above provided, the prices set forth herein are firm for 12 months from the date this proposal becomes a binding contract, providing drawings are returned approved within 30 days after issuance, and providing Seller is released to ship the equipment as soon as possible.
11. **Limitation of Liability:** Notwithstanding anything else to the contrary, Seller shall not be liable for any consequential, incidental, special, punitive or other indirect damages and Seller's total liability under the warranty and under the agreement to purchase the equipment, arising at any time from the sale or use of the equipment shall not exceed the purchase price paid for the equipment. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory.
12. **Force Majeure:** Under no circumstances shall either HECI or Customer have any liability for any breach (except for payment obligation) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
13. **Changes:** HECI shall not implement any changes in the scope of services described in HECI's Documentation unless Customer and HECI agree in writing to the details of the change and any resulting price, schedule or other modifications. This includes any changes necessitated by a change in law.
14. **Cancellation:** Either party may terminate the services specified in HECI's Documentation by providing prompt written notice to the other party. If Customer cancels or suspends its service order for any reason other than HECI's breach, Customer shall pay HECI for work performed prior to cancellation or suspension and any other direct costs incurred by HECI as a result of such cancellation or suspension including HECI's anticipated profit.
15. **Ownership of materials:** All devices, equipment (other than the goods), designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by HECI in connection with services provided, and all related intellectual property rights (including without limitation those associated with the Goods), shall remain HECI's property. HECI grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the Goods supplied and the equipment serviced. Customer shall not disclose any such material to third parties without HECI's written consent.

16. **Title:** Title to equipment specified herein and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full by customer.
17. **Risk of Loss:** The risk of loss or damage to the equipment is on Purchaser, from and after delivery to Purchaser or to carrier for shipment to Purchaser.
18. **Disclaimer of Consequential Damages, Liquidation, or Penalties:** Seller shall not be liable for consequential damages. Consequential damages for the purpose of this agreement shall include, but not be limited to, loss of use, income or profit, or loss or damage to property including, but without limitation, products manufactured, processed or transported by the use of the equipment, occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Seller shall not be liable for any penalty or liquidated damages based upon or relating to failure or inability to ship within a specified time. Notwithstanding anything else to the contrary, as mentioned in Paragraph 11 hereof, seller's total liability under the warranty and under the agreement to purchase the equipment, arising at any time from the sale and use of the equipment shall not exceed the purchase price paid for the equipment.
19. **Miscellaneous:** If these terms are issued in connection with a government contract they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by HECI comprise the complete and exclusive statement of the agreement between the parties (the "agreement") and supersede any terms contained in Customer's documents, unless separately signed by HECI. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this Agreement. If any of these terms are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without HECI's prior written consent. The agreement shall be governed by the laws of the State of Kansas without regard to its conflict of Laws provisions.

**Contract:**

This proposal and the Purchaser's acceptance shall not become a contract until approved by an authorized official of Haynes Equipment Co., Inc., and when so approved, shall constitute the entire agreement between the parties hereto, and no change or variation of the terms and conditions herein will be accepted by or be binding on Haynes Equipment Co., Inc.

The undersigned Buyer acknowledges all terms of this proposal and agreement and acknowledges receipt of a complete and correct copy of same.

**For Buyer**

**For Seller**

Buyer Certifies that the Bonding Company covering payment of this obligation is:

Name \_\_\_\_\_

Submitted this \_\_\_\_\_ day of

Street \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

City, State & Zip Code \_\_\_\_\_

By: \_\_\_\_\_  
For Haynes Equipment Co., Inc.

**Order Acceptance**

Accepted This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved at Olathe, Kansas \_\_\_\_\_ day of

(Buyer) \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
For Haynes Equipment Co., Inc. (Title)

**Note:** If Buyer is a corporation, its duly authorized officer should sign giving his/her official title; if a partnership, its firm name should be signed by a partner who is authorized to sign and such partner should also sign his/her individual name.

10-17-2006

Share/Terms & Conditions/Quotes/newtermsconditions1

**Backup material for agenda item:**

- f. Consideration for the waiver of fees for use of tables and chairs for the gym at City Hall for the Health Department for a Breast Cancer Awareness Event on October 5, 2013.

## **Junction City Commission Agenda Memo**

**Meeting Date:** June 4, 2013

**From:** Cheryl Beatty, Finance Director

**To:** City Commissioners

**Subject:** Waiver of fees for City Hall Gym Table & Chairs for Health Department

---

**Objective:** Consideration for the waiver of fees for use of tables and chairs for the gym at City Hall for the Health Department for a Breast Cancer Awareness Event on October 5, 2013.

**Explanation of Issue:** Erma Patterson, RN with the Health Department has grant funding to hold a Breast Cancer Awareness event during breast cancer awareness month in October. She has scheduled use of the City Hall gym for this event and has funding for the gym rental fee. However, she is requesting the waiver of rental fees for use of the tables and chairs so she will not have to haul tables and chairs from her office. The event is open to all citizens.

**Recommendation:** For reasons stated above, we recommend waiver of the fees for use of table and chairs for City Hall Gym. In addition, the Health Department has been very good in providing training to our employees with our Wellness Program at no charge.

**Budget Impact:** No budget impact.

**Alternatives:** It appears that the City Commission may approve the waiver, not approve the fee waiver, modify the recommendation, or table the request.

**Enclosures:** None

**Backup material for agenda item:**

- a. Consideration of Ordinance S-3120 followed by consideration of Resolution R-2729, General Obligation Refunding series 2013A.

## **Junction City Commission Agenda Memo**

**Meeting Date:** June 4, 2012

**From:** Cheryl Beatty, Finance Director

**To:** City Commissioners and Gerry Vernon, City Manager

**Subject:** Authorization to Execute Series 2013 General Obligation Refunding Bonds

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**Objective:** To produce economic savings by refinancing higher cost bonds with lower cost bonds.

**Explanation of Issue:** The City's financial advisor, Columbia Capital, has identified portions of three bond issues that can be refinanced to produce economic savings. This agenda item seeks the Commission's authorization for the issuance of the general obligation bonds, Series 2013A, and sets out by resolution the form and details of the authorization and directing the sale and delivery of general obligation refunding bonds.

**Budget Impact:** Columbia Capital's proposed structure would accelerate the bulk of the interest rate savings—approximately \$500,000—into the FY13 budget without increasing scheduled debt service in any future year beyond current levels. The purpose of this structure is to allow the City to use the economic savings from the refinancing to fund capital projects that it would otherwise finance through the issuance of bonds. Because the City's authority to issue general obligation bonds is limited, this structure provides the effects of a \$500,000 bond issuance with a nine-year repayment term without any negative effect on the City's debt limit. Alternatively, the City can choose to structure savings to occur proportionate to debt service scheduled in each year, generating budgetary savings over time. This approach would not, however, allow for a meaningful investment in capital improvements in any single year.

**Recommendation:** We recommend the Commission's adoption of a resolution and ordinance authorizing staff to move forward with the sale of general obligation bonds, Series 2013A.

**Alternatives:** The Commission could approve the refunding transaction, decline to execute the refunding, or delay the execution. A delay in execution beyond September 2013 would eliminate the ability of the City to recognize budgetary savings in its FY13 budget.

**Enclosure:** Ordinance No. S-3120  
Resolution No. R-2729



**ORDINANCE NO. S-3120**

**OF**

**THE CITY OF JUNCTION CITY, KANSAS**

**PASSED**

**JUNE 4, 2013**

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**GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2013A**

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**ORDINANCE NO. S-3120**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY OF JUNCTION CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

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**WHEREAS**, the City of Junction City, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

**WHEREAS**, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the City for certain years, restructure the debt payments on the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

**WHEREAS**, the governing body of the City has advertised the sale of the Bonds and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, AS FOLLOWS:**

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.* and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bond Resolution**” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

“**Bonds**” means the City's General Obligation Refunding Bonds, Series 2013A, dated July 2, 2013, authorized by this Ordinance.

“**City**” means the City of Junction City, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

**“Mayor”** means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

**“Ordinance”** means this Ordinance authorizing the issuance of the Bonds.

**“Refunded Bonds”** means collectively: (a) the Series DK Bonds maturing in the years 2013 to 2022, inclusive, in the aggregate principal amount of \$825,000; (b) the Series DL Bonds maturing in the years 2013 to 2023, inclusive, in the aggregate principal amount of \$3,200,000; and (c) the Series DN Bonds maturing in the years 2013 to 2024, inclusive, in the aggregate principal amount of \$3,700,000.

**“Series DK Bonds”** means the City's General Obligation Improvement Bonds, Series DK, dated November 15, 2001.

**“Series DL Bonds”** means the City's General Obligation Refunding and Economic Development Bonds, Series DL, dated October 1, 2003.

**“Series DN Bonds”** means the City's General Obligation Bonds, Series DN, dated July 15, 2004.

**“State”** means the State of Kansas.

**Section 2. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2013A, of the City in the principal amount of \$8,160,000\* (subject to change based upon the results of the competitive sale), for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Bonds.

**Section 3. Security for the Bonds.** The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

**Section 5. Levy and Collection of Annual Tax.** The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as

the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

**Section 6. Further Authority.** The Mayor, Finance Director, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication of a summary thereof in the official City newspaper.

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**PASSED** by the governing body of the City on June 4, 2013 and signed by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

APPROVED AS TO FORM ONLY.

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City Attorney

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## CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on June 4, 2013; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in ***The Daily Union*** on June 8, 2013

DATED: June 10, 2013.

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Clerk

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(PUBLISHED IN *THE DAILY UNION* ON JUNE 8, 2013)

**SUMMARY OF ORDINANCE NO. S-3120**

On June 4, 2013, the governing body of the City of Junction City, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY OF JUNCTION CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The Series 2013A Bonds approved by the Ordinance are being issued in the principal amount of \$8,160,000\*, to refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 700 Jefferson, Junction City, Kansas 66441. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.jcks.com](http://www.jcks.com).

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: June 4, 2013

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City Attorney

**RESOLUTION NO. R-2729**

**OF**

**THE CITY OF JUNCTION CITY, KANSAS**

**ADOPTED**

**JUNE 4, 2013**

**GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2013A**

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## RESOLUTION NO. R-2729

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY OF JUNCTION CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-3120 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

**WHEREAS**, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

**WHEREAS**, in order to provide for the payment of the Refunded Bonds it is desirable to enter into the Escrow Agreement, by and between the Issuer and the Escrow Agent; and

**WHEREAS**, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$8,160,000\* to refund the Refunded Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, AS FOLLOWS:**

### ARTICLE I

#### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.* and K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**“Beneficial Owner”** of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** means the General Obligation Refunding Bonds, Series 2013A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Junction City, Kansas.

**“Clerk”** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Compliance Account”** means the Compliance Account for General Obligation Refunding Bonds, Series 2013A created pursuant to **Section 501** hereof.

**“Costs of Issuance”** means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2013A created pursuant to **Section 501** hereof.

**“Dated Date”** means July 2, 2013.

**“Debt Service Account”** means the Debt Service Account for General Obligation Refunding Bonds, Series 2013A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated equal to or higher than the rating of the United States Government by Moody's or Standard & Poor's.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Disclosure Undertaking”** means the Issuer's Omnibus Continuing Disclosure Undertaking relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Escrow Agent”** means Security Bank of Kansas City, Kansas City, Kansas, and its successors and assigns.

**“Escrow Agreement”** means the Escrow Trust Agreement, dated as of July 2, 2013, between the Issuer and the Escrow Agent.

**“Escrow Fund”** means the Escrow Fund for Refunded Bonds referred to in **Section 501** hereof.

**“Escrowed Securities”** means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in **Section 501** hereof.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2013.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

City Hall  
700 Jefferson  
Junction City, Kansas 66441  
Fax: (785) 223-4262

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]  
[Purchaser Address]  
[City, State]  
Fax: [Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

Standard & Poor's Rating Services, a division of  
McGraw Hill Financial Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

(e) To the Escrow Agent at:

Security Bank of Kansas City  
Corporate Trust Department  
701 Minnesota Avenue  
Suite 206, P.O. Box 171297  
Kansas City, Kansas 66117  
Fax: (913) 279-7960

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Ordinance”** means Ordinance No. S-[ ] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and



amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means 100% of the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$\_\_\_\_\_].

**“Purchaser”** means [Purchaser], [City, State], the original purchaser of the Bonds, and any successor and assigns.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Bonds”** means collectively: (a) the Series DK Bonds maturing in the years 2013 to 2022, inclusive, in the aggregate principal amount of \$825,000; (b) the Series DL Bonds maturing in the years 2013 to 2023, inclusive, in the aggregate principal amount of \$3,200,000; and (c) the Series DN Bonds maturing in the years 2013 to 2024, inclusive, in the aggregate principal amount of \$3,700,000.

**“Refunded Bonds Paying Agent”** means the paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for the Refunded Bonds.

**“Refunded Bonds Redemption Date”** means collectively: (a) June 21, 2013, for the Series DK Bonds; (b) September 1, 2013, for the Series DL Bonds; and (c) September 1, 2014, for the Series DN Bonds.

**“Refunded Bonds Resolution”** means each ordinance and resolution which authorized the Refunded Bonds.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series DK Bonds”** means the Issuer's General Obligation Improvement Bonds, Series DK, dated November 15, 2001.

**“Series DL Bonds”** means the Issuer's General Obligation Refunding and Economic Development Bonds, Series DL, dated October 1, 2003.

**“Series DN Bonds”** means the Issuer's General Obligation Bonds, Series DN, dated July 15, 2004.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

[ **“Term Bonds”** means the Bonds scheduled to mature in the year 2024.]

[ **“\_\_\_\_ Term Bonds”** means the Bonds scheduled to mature in the year \_\_\_\_.]

[ **“2024 Term Bonds”** means the Bonds scheduled to mature in the year 2024.]

[ **“Term Bonds”** means collectively, the \_\_\_\_ Term Bonds and the 2024 Term Bonds.]

“**Treasurer**” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

“**Verification Report**” means the verification report referenced in **Section 507** hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$8,160,000\*, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates per annum as follows:

#### [SERIAL BONDS]

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2013	\$	_____%	2019	\$	_____%
2014			2020		
2015			2021		
2016			2022		
2017			2023		
2018			2024		

#### [TERM BONDS]

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2024	\$ _____	_____ %]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date

to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Bonds.** The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date

shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of

mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or

the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or

their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated May 28, 2013, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of



the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

**Section 214. Authorization of Escrow Agreement.** The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.**

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2022, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2021, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

**[Mandatory Redemption.]** [(a) \_\_\_\_ Term Bonds.] The [\_\_\_\_] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [\_\_\_\_] Term Bonds:

**Principal  
Amount**  
\$

**Year**

\*

\_\_\_\_\_  
\*Final Maturity

[(b) *2024 Term Bonds.*] The 2024 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 2024 Term Bonds:

**Principal  
Amount**  
\$

**Year**

2024\*

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\*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

**Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a

minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected

that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## **ARTICLE IV**

### **SECURITY FOR BONDS**

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## **ARTICLE V**

### **ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS**

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Debt Service Account for General Obligation Refunding Bonds, Series 2013A (within the Bond and Interest Fund); and
- (b) Compliance Account for General Obligation Refunding Bonds, Series 2013A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

- (a) Escrow Fund for Refunded Bonds; and
- (b) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2013A.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) Any excess proceeds received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$[ ] shall be transferred to the Escrow Agent, for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.
- (c) The sum of \$[ ] shall be deposited in the Compliance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.

**Section 503. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 504. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Escrow Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however,

that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

**Section 505. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Escrow Agent to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Issuer for deposit into the Compliance Account or the Debt Service Account.

**Section 506. Application of Moneys in the Escrow Fund.** Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Escrow Agreement.

**Section 507. Verification of Certified Public Accountant.** Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to **Section 502** of this Bond Resolution and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

**Section 508. Application of Moneys in the Compliance Account.** Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law, state or federal securities laws, and other costs or expenses of carrying or repaying the Bonds as set forth in the Federal Tax Certificate. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of



the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### ARTICLE XCONTINUING DISCLOSURE REQUIREMENTS

**Section 1001. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 1002. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or

agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and covenants regarding continuing disclosure contained in **Section 1001** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1102. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully

be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

**Section 1103. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 1104. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1105. Electronic Transactions.** The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1106. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1107. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1108. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1109. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the governing body of the Issuer on June 4, 2013.

(SEAL)

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Mayor

ATTEST:

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Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the governing body on June 4, 2013, as the same appears of record in my office.

DATED: June 4, 2013.

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Clerk

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**EXHIBIT A**  
**(FORM OF BONDS)**

**REGISTERED  
NUMBER** \_\_

**REGISTERED  
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF GEARY  
CITY OF JUNCTION CITY  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2013A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: July 2, 2013**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Junction City, in the County of Geary, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2013 (the "Interest Payment Dates"), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on

the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds] by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF JUNCTION CITY, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Refunding Bonds, Series 2013A, of the City of Junction City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date \_\_\_\_\_

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number 0177-031-070213-[ ]

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**(FORM OF REVERSE SIDE OF BOND)**

**ADDITIONAL PROVISIONS**

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Refunding Bonds, Series 2013A," aggregating the principal amount of \$8,160,000\* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, the balance being payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity, as follows:

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2022, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 2021, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

**[Mandatory Redemption.]** Each of the Bonds maturing on September 1, [ ], [ ] and 2024 shall also be subject to mandatory redemption and payment prior to maturity pursuant to the



redemption schedule set forth in the Bond Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.]

**Redemption Denominations.** Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

**Notice of Redemption.** Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor

as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

---

### LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

**GILMORE & BELL, P.C.**

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

---

### BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

---

**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF GEARY        )

The undersigned, Clerk of the City of Junction City, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of July 2, 2013.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Treasurer of the State of Kansas

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF JUNCTION CITY, KANSAS  
HELD ON JUNE 4, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The Finance Director reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Refunding Bonds, Series 2013A, dated July 2, 2013, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto. Thereafter, pursuant to authority granted by the governing body pursuant to Resolution No. R-2729, The City Manager, Finance Director and Columbia Capital Management LLC (the "Financial Advisor") reviewed and considered the bids and it was found and determined that the bid of \_\_\_\_\_, was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**, and the City Manager awarded the bid to the best bidder and executed the bid form selling the Bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale.

Commissioner \_\_\_\_\_ moved that said bid award be ratified by the governing body. The motion was seconded by Commissioner \_\_\_\_\_. Said motion was carried by a vote of the governing body with the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, there was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY  
OF JUNCTION CITY, KANSAS; PROVIDING FOR THE LEVY AND  
COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE  
PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE;  
AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN  
CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH  
RESPECT THERETO.**

Thereupon, Commissioner \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by Commissioner \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. S-3120, was signed by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY OF JUNCTION CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-3120 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Thereupon, Commissioner \_\_\_\_\_ moved that said Resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-2729 and was signed by the Mayor and attested by the Clerk.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk

***EXHIBIT A***  
**BID TABULATION**

**CITY OF JUNCTION CITY, KANSAS**  
**GENERAL OBLIGATION REFUNDING BONDS**

Dated: July 2, 2013  
Series 2013A  
Good Faith Deposit: \$163,200

Sale Date: June 4, 2013  
9:30 a.m., C.D.T.  
Max Interest Rate: \_\_\_\_\_%

**BIDDERS**

[TO BE PREPARED BY COLUMBIA CAPITAL MANAGEMENT, LLC AND INSERTED]

***EXHIBIT B***  
**(BID OF PURCHASER)**



**Backup material for agenda item:**

- b. Consideration for approval of redemption of Coronado Park Residence, LC Industrial Revenue Bonds.

## **Junction City Commission Agenda Memo**

**Meeting Date:** June 4, 2013

**From:** Cheryl Beatty, Finance Director

**To:** City Commissioners

**Subject:** Redemption of Coronado Park Residence, LC Industrial Revenue Bonds

---

**Objective:** Consideration for approval of redemption of Coronado Park Residence, LC Industrial Revenue Bonds.

**Explanation of Issue:** The Coronado Park Residence, LC has elected to exercise the option to purchase the project as described in their development agreement, which means the elect to redeem the industrial revenue bonds as described in the attached paperwork from Gilmore and Bell, our bond attorneys.

**Recommendation:** These are not city bonds even though they go through us for tax benefit purpose. Therefore, I recommend that you authorize the redemption of these bonds as per development agreement.

**Budget Impact:** No budget impact.

**Alternatives:** It appears that the City Commission may approve the Resolution R2730, not approve the fee waiver, or table the request.

**Suggested Motion:** I, \_\_\_\_\_, approve the adoption of Resolution No. R-2730 authorizing the sale and conveyance of certain land by the City of Junction City, Kansas to Coronado Heights Residences, L.C. and Coronado Parks Residences, L.C. Seconded by \_\_\_\_\_.

**Enclosures:** 2 Letters from Coronado Park Residences, L.C. and Coronado Heights Residences, L.C.

- 2 Bill of Sale
- 2 Warranty Deeds
- 2 Releases of Documents
- 1 Resolution No. R-2730

**RESOLUTION NO. 2730**

**A RESOLUTION AUTHORIZING THE SALE AND  
CONVEYANCE OF CERTAIN LAND BY THE CITY OF  
JUNCTION CITY, KANSAS TO CORONADO HEIGHTS  
RESIDENCES, L.C. AND CORONADO PARK RESIDENCES, L.C.**

**WHEREAS**, pursuant to Ordinance No. S-2627 and the Trust Indenture (the "1999 Indenture") dated as of May 1, 1999 between the City of Junction City, Kansas (the "City") and The Trust Company of Kansas (the "Trustee"), the City has previously issued its Multi-Family Housing Revenue Bonds, Series B, 1999 (Coronado Heights Residences, L.C.) (the "1999 Bonds") to finance the cost of acquiring, purchasing, constructing and equipping a multi-family housing facility known as Coronado Heights Residences (the "1999 Project"); and

**WHEREAS**, the City has leased the 1999 Project to Coronado Heights Residences, L.C., a Kansas limited liability company, pursuant to a Lease dated as of May 1, 1999 between the City and Coronado Heights Residences, L.C. (the "1999 Lease"); and

**WHEREAS**, Coronado Heights Residences, L.C. has provided the City with written notice of its intent exercise its option to purchase the 1999 Project under Section 17.1 of the 1999 Lease; and

**WHEREAS**, pursuant to Ordinance No. S-2599 and the Trust Indenture (the "1997 Indenture") dated as of September 1, 1997 between the City and the Trustee, the City has previously issued its Multi-Family Housing Revenue Bonds, Series B, 1997 (Coronado Park Residences, L.C.) (the "1997 Bonds") to finance the cost of acquiring, purchasing, constructing and equipping additions to the existing multi-family housing facility known as Coronado Park Residences (the "1997 Project"); and

**WHEREAS**, the City has leased the 1997 Project to Coronado Park Residences, L.C., a Kansas limited liability company, pursuant to a Lease dated as of September 1, 1997 between the City and Coronado Park Residences, L.C. (the "1997 Lease"); and

**WHEREAS**, Coronado Park Residences, L.C. has provided the City with written notice of its intent to exercise its option to purchase the 1997 Project under Section 17.1 of the 1997 Lease; and

**WHEREAS**, Coronado Heights Residences, L.C., desires to provide for the payment of all outstanding 1999 Bonds, the redemption premium and interest thereon accruing to an agreed upon date of redemption (the "Redemption Date"); and

**WHEREAS**, Coronado Park Residences, L.C., desires to provide for the payment of all outstanding 1997 Bonds, the redemption premium and interest thereon accruing to such Redemption Date; and

**WHEREAS**, the owners of 100% of the outstanding 1999 Bonds and 1997 Bonds (collectively, the "Bonds") have consented to the redemption and payment of the Bonds on the Redemption Date, at a redemption price equal to the par value thereof plus interest to the Redemption Date.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY  
OF JUNCTION CITY, KANSAS:**

**Section 1.** The Mayor and City Clerk are authorized and directed to execute and deliver special warranty deeds and bills of sale in substantially in the forms presented to the governing body on this date, transferring title to the 1999 Project to Coronado Heights Residences, L.C. and title to the 1997 Project to Coronado Park Residences, L.C. The Mayor and City Clerk are hereby further authorized and directed to execute and deliver Releases of Lease with respect to the 1999 Project and the 1997 Project in substantially in the forms presented to the governing body on this date. Such documents are to be delivered to Gilmore & Bell, P.C., as Bond Counsel, and released for delivery at such time as provision has been made for the payment in full of all Outstanding Bonds.

**Section 2.** The Mayor and City Clerk are hereby further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution, and are hereby further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

**Section 3.** The Trustee is hereby directed to take all action necessary to accomplish the purpose of this Resolution.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**ADOPTED** by the governing body of the City of Junction City, Kansas this 4th day of June, 2013.

**CITY OF JUNCTION CITY, KANSAS**

By: \_\_\_\_\_  
Mayor

[SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF JUNCTION CITY, KANSAS  
HELD ON JUNE 4, 2013**

The governing body of the City of Junction City, Kansas, met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Among other business, there was presented a resolution entitled:

**A RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE OF  
CERTAIN LAND BY THE CITY OF JUNCTION CITY, KANSAS TO  
CORONADO HEIGHTS RESIDENCES, L.C. AND CORONADO PARK  
RESIDENCES, L.C.**

Thereupon, Commissioner\_\_\_\_\_ moved that said resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. Said resolution was duly read and considered, and upon being put, the motion for the adoption of said resolution was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared said resolution duly adopted and the resolution was then duly numbered Resolution No. \_\_\_\_\_ and was signed by the Mayor and the signature attested by the City Clerk.

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

**CERTIFICATE**

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

---

City Clerk

# CORONADO PARK RESIDENCES, L.C.

7701 EAST KELLOGG, SUITE 820

WICHITA, KANSAS 67207

316-652-0616

May 16 2013

City of Junction City, Kansas  
City Hall  
700 N. Jefferson  
P.O. Box 287  
Junction City, Kansas 66441  
Attention: City Clerk

The Trust Company of Kansas  
125 N. Market, Suite 1400  
Wichita, Kansas 67202  
Attention: Trust Administrator

Re: City of Junction City, Kansas  
Multifamily Housing Revenue Bonds, Series B, 1997  
(Coronado Park Residences, L.C.) (the "1997 Bonds")

Ladies and Gentlemen:

This is to advise that Coronado Park Residences, L.C. hereby elects to exercise the option to purchase the Project as described in Section 17.1 of the Lease dated as of September 1, 1997, between the City of Junction City, Kansas, as Issuer and Coronado Park Residences, L.C., as Tenant, as authorized by Ordinance No. S-2599 of the City of Junction City, Kansas. Closing is proposed to be on or about June 25, 2013 (the "Closing Date").

Attached is a fully executed Bondholder Consent to Redemption wherein the owner of 100% of the referenced 1997 Bonds has consented to the redemption and payment of the 1997 Bonds on the Closing Date and has waived all further notice of redemption.

Very truly yours,

CORONADO PARK RESIDENCES, L.C.

By: 

Enc.



# CORONADO HEIGHTS RESIDENCES, L.C.

7701 EAST KELLOGG, SUITE 820

WICHITA, KANSAS 67207

316-652-0616

May 16 2013

City of Junction City, Kansas  
City Hall  
700 N. Jefferson  
P.O. Box 287  
Junction City, Kansas 66441  
Attention: City Clerk

The Trust Company of Kansas  
125 N. Market, Suite 1400  
Wichita, Kansas 67202  
Attention: Trust Administrator

Re: City of Junction City, Kansas  
Multifamily Housing Revenue Bonds, Series B, 1999  
(Coronado Heights Residences, L.C.) (the "1999 Bonds")

Ladies and Gentlemen:

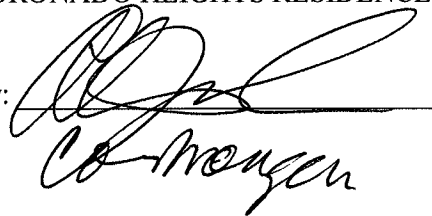
This is to advise that Coronado Heights Residences, L.C. hereby elects to exercise the option to purchase the Project as described in Section 17.1 of the Lease dated as of May 1, 1999, between the City of Junction City, Kansas, as Issuer and Coronado Heights Residences, L.C., as Tenant, as authorized by Ordinance No. S-2627 of the City of Junction City, Kansas. Closing is proposed to be on or about June 25, 2013 (the "Closing Date").

Attached is a fully executed Bondholder Consent to Redemption wherein the owner of 100% of the referenced 1999 Bonds has consented to the redemption and payment of the 1999 Bonds on the Closing Date and has waived all further notice of redemption.

Very truly yours,

CORONADO HEIGHTS RESIDENCES, L.C.

By:



Enc.

**BILL OF SALE**

In furtherance of the terms of a certain Lease dated as of September 1, 1997 between the City of Junction City, Kansas ("Assignor") and Coronado Park Residences, L.C. ("Assignee"), and for valuable consideration, Assignor hereby transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Junction City, Kansas, Multi-Family Housing Revenue Bonds, Series A, 1997 and Series B, 1997 (Coronado Park Residences, L.C.).

[SEAL]

ATTEST:

**CITY OF JUNCTION CITY, KANSAS,**  
a municipal corporation

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Cecil Aska, Mayor

STATE OF KANSAS            )  
                                      ) SS:  
COUNTY OF GEARY         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Cecil Aska, Mayor, and Tyler Ficken, City Clerk, respectively of the City of Junction City, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

**BILL OF SALE**

In furtherance of the terms of a certain Lease dated as of May 1, 1999 between the City of Junction City, Kansas ("Assignor") and Coronado Heights Residences, L.C. ("Assignee"), and for valuable consideration, Assignor hereby transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Junction City, Kansas, Multi-Family Housing Revenue Bonds, Series A, 1999 and Series B, 1999 (Coronado Heights Residences, L.C.).

[SEAL]

ATTEST:

**CITY OF JUNCTION CITY, KANSAS,**  
a municipal corporation

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Cecil Aska, Mayor

STATE OF KANSAS            )  
                                      ) SS:  
COUNTY OF GEARY         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Cecil Aska, Mayor, and Tyler Ficken, City Clerk, respectively of the City of Junction City, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

## **RELEASE OF LEASE**

**WHEREAS**, the City of Junction City, Kansas (the "City") has heretofore entered into a Lease dated as of September 1, 1997 (the " Lease") between the City and Coronado Park Residences, L.C. (the "Company"), notice of which is recorded in Book 55 at page 241 in the office of the Geary County Register of Deeds; and

**WHEREAS**, the City assigned its interest in the Lease to The Trust Company of Kansas acting as trustee for the City and others for purpose of enforcement of the Tenant's covenants under the Lease; and

**WHEREAS**, the Company has exercised its option to purchase the multifamily housing facility described in the Lease (the "Project") from the City; and

**WHEREAS**, all of the obligations of the Company to the City under the Lease have been satisfied;

**THEREFORE**, the property described in the attached *Schedule I* is hereby released from any claim of the City and the Trustee under the Lease.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

By: \_\_\_\_\_  
Cecil Aska, Mayor

By : \_\_\_\_\_  
Tyler Ficken, City Clerk

STATE OF KANSAS )  
 ) SS:  
COUNTY OF GEARY )

[SEAL] By: \_\_\_\_\_  
Notary Public

(City Signature Page 129 Release of Lease)

**THE TRUST COMPANY OF KANSAS**

[SEAL]

By: \_\_\_\_\_  
Name  
Title:

ATTEST:

\_\_\_\_\_  
Name:  
Title:

STATE OF KANSAS            )  
                                      ) SS:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as \_\_\_\_\_ and trust officer of the The Trust Company of Kansas, Wichita, Kansas, a Kansas banking association or corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_  
date

**SCHEDULE I**  
**PROPERTY SUBJECT TO LEASE**

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF JUNCTION CITY, KANSAS, AND THE TRUST COMPANY OF KANSAS, WICHITA, KANSAS, AS TRUSTEE, DATED AS OF SEPTEMBER 1, 1997 AND TO THE LEASE DATED AS OF SEPTEMBER 1, 1997 BY AND BETWEEN SAID CITY AND CORONADO PARK RESIDENCES L.C.

(a) The following described real estate located in Geary County, Kansas, to wit:

Lots 1 and 2, Block 3, Coronado Place Addition to Junction City, Geary County, Kansas; and all of Lot 13, except the East 45 feet thereof and all of Lot 14, except the East 45 feet thereof, Block 5, Clarke's Plateau, an addition to Junction City, Geary County, Kansas.

said real property constituting the "Land" as referred to in said Lease.

(b) All buildings, improvements, machinery and equipment constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

36-unit apartment project consisting of 20 two-bedroom/one bath units and 16 three-bedroom/2 bath units.

The property described in paragraphs (a) and (b) of this Schedule I together constitute the "Project" as referred to in said Lease and said Indenture

## **RELEASE OF LEASE**

**WHEREAS**, the City of Junction City, Kansas (the "City") has heretofore entered into a Lease dated as of May 1, 1999 (the " Lease") between the City and Coronado Heights Residences, L.C. (the "Company"), notice of which is recorded in Book 57 at page 992 in the office of the Geary County Register of Deeds; and

**WHEREAS**, the City assigned its interest in the Lease to The Trust Company of Kansas acting as trustee for the City and others for purpose of enforcement of the Tenant's covenants under the Lease; and

**WHEREAS**, the Company has exercised its option to purchase the multifamily housing facility described in the Lease (the "Project") from the City; and

**WHEREAS**, all of the obligations of the Company to the City under the Lease have been satisfied;

**THEREFORE**, the property described in the attached *Schedule I* is hereby released from any claim of the City and the Trustee under the Lease.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]



By: \_\_\_\_\_  
Cecil Aska, Mayor

By : \_\_\_\_\_  
Tyler Ficken, City Clerk

STATE OF KANSAS )  
 ) SS:  
COUNTY OF GEARY )

[SEAL] By: \_\_\_\_\_  
Notary Public

(City Signature Page 133 Release of Lease)

**THE TRUST COMPANY OF KANSAS**

[SEAL]

By: \_\_\_\_\_  
Name  
Title:

ATTEST:

\_\_\_\_\_  
Name:  
Title:

STATE OF KANSAS            )  
                                      ) SS:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as \_\_\_\_\_ and trust officer of the The Trust Company of Kansas, Wichita, Kansas, a Kansas banking association or corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_  
date

**SCHEDULE I**  
**PROPERTY SUBJECT TO LEASE**

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF JUNCTION CITY, KANSAS, AND THE TRUST COMPANY OF KANSAS, WICHITA, KANSAS, AS TRUSTEE, DATED AS OF MAY 1, 1999 AND TO THE LEASE DATED AS OF MAY 1, 1999 BY AND BETWEEN SAID CITY AND CORONADO HEIGHTS RESIDENCES L.C.

(a) The following described real estate located in Geary County, Kansas, to wit:

Lot One (1), Block One (1), Coronado Heights Addition, a Replat of Lots One (1) and Two (2), Westridge Addition Unit No. One (1), and Unplatted Land, Junction City, Geary County, Kansas.

said real property constituting the "Land" as referred to in said Lease.

(b) All buildings, improvements, machinery and equipment constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

36-unit apartment project consisting of 16 two-bedroom/one bath units and 20 three-bedroom/2 bath units.

The property described in paragraphs (a) and (b) of this Schedule I together constitute the "Project" as referred to in said Lease and said Indenture

**THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2)**

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made \_\_\_\_\_, 2013 between the City of Junction City, Kansas, a municipal corporation, as Grantor, and Coronado Park Residences, L.C., a Kansas limited liability company, as Grantee;

**WITNESSETH**, that said Grantor, in furtherance of the terms of a certain Lease dated as of September 1, 1997 between Grantor and Grantee, and as authorized by a Resolution duly adopted by the governing body of the City of Junction City, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in the City of Junction City, Geary County, Kansas:

Lots 1 and 2, Block 3, Coronado Place Addition to Junction City, Geary County, Kansas; and all of Lot 13, except the East 45 feet thereof and all of Lot 14, except the East 45 feet thereof, Block 5, Clarke's Plateau, an addition to Junction City, Geary County, Kansas.

for the sum of \$100.00 and other valuable consideration;

**TO HAVE AND TO HOLD**, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

**CITY OF JUNCTION CITY, KANSAS,**  
a municipal corporation

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Cecil Aska, Mayor

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF GEARY                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Cecil Aska, Mayor, and Tyler Ficken, City Clerk, respectively, of the City of Junction City, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

**THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2)**

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made \_\_\_\_\_, 2013 between the City of Junction City, Kansas, a municipal corporation, as Grantor, and Coronado Heights Residences, L.C., a Kansas limited liability company, as Grantee;

**WITNESSETH**, that said Grantor, in furtherance of the terms of a certain Lease dated as of May 1, 1999 between Grantor and Grantee, and as authorized by a Resolution duly adopted by the governing body of the City of Junction City, Kansas, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in the City of Junction City, Geary County, Kansas:

Lot One (1), Block One (1), Coronado Heights Addition, a Replat of Lots One (1) and Two (2), Westridge Addition Unit No. One (1), and Unplatted Land, Junction City, Geary County, Kansas.

for the sum of \$100.00 and other valuable consideration;

**TO HAVE AND TO HOLD**, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

**CITY OF JUNCTION CITY, KANSAS,**  
a municipal corporation

\_\_\_\_\_  
Tyler Ficken, City Clerk

\_\_\_\_\_  
Cecil Aska, Mayor

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF GEARY                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Cecil Aska, Mayor, and Tyler Ficken, City Clerk, respectively, of the City of Junction City, Kansas, a municipal corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

**Backup material for agenda item:**

- c. Consideration of a letter to Kansas Attorney General and Junction City Police Department to automatically postpone until January 1, 2014 effectiveness of HB 2052.



# **City of Junction City**

## **City Commission**

### **Agenda Memo**

June 4, 2013

**From:** Katie Logan, City Attorney  
**To:** City Commission & Cheryl Beatty, Acting City Manager  
**Subject:** HB 2052 – Letter to Postpone Effective Date

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**Objective:** Approve letter to Kansas Attorney General and Junction City Police Department to automatically postpone until January 1, 2014 effectiveness of HB 2052.

**Explanation of Issue:**

A new law, House Bill 2052 (Sen. Sub. for HB 2052) becomes effective July 1, 2013.

The law applies to state or municipal (includes city and county) buildings (school districts are excluded).

In order to prohibit conceal carry, state or municipal buildings must have adequate security measures at all public access entrances, consisting of electronic equipment and personnel, including metal detectors, metal detector wands or any other equipment used for similar purposes. Prior to this change, municipalities could prohibit conceal carry by posting approved signs. HB 2052 applies to the general public as well as to municipal employees.

There are limited exceptions to the above requirements, including, a corrections facility, a jail facility or a law enforcement agency – secure areas only excepted / areas of such building outside of a secure area and readily accessible to the public shall have adequate security measures

Phase In.

Effective Date of House Bill 2052 is July 1, 2013

**Until January 1, 2014: A Governing Body may exempt any building until January 1, 2014 by notifying the Kansas Attorney General and law enforcement agency of the local jurisdiction by letter of such exemption.**

**A DRAFT OF A PROPOSED LETTER SEEKING THE AUTOMATIC EXEMPTION IS ATTACHED TO THIS MEMO.**

After January 1, 2014: A Governing Body may exempt a building for a period of four years by adopting a resolution listing the legal description of the building, listing the reasons for such exemption, and including the following statement:

“A security plan has been developed for the building being exempted which supplies adequate security to the occupants of the building and merits the prohibition of the carry on a concealed handgun as authorized by the personal and family protection act.”

A copy of the security plan must be maintained on file and made available upon request to the KS AG and the law enforcement agency of the local jurisdiction. The security plan is not subject to disclosure under KORA.

“Security Plan” is not defined.

The effect of not seeking the initial automatic 6 month delay is that effective July 1, 2013, the City may not prohibit conceal carry in any City building unless at all public access entrances there are adequate security measures consisting of electronic equipment and personnel, including metal detectors, metal detector wands or any other equipment used for similar purposes.

**Budget Impact:** None in approving a delay

**Alternatives:**

1. Approve attached letter to Attorney General and Junction City Police Department
2. Disapprove attached letter to Attorney General and Junction City Police Department
3. Table the request.

**Suggested Motion:**

Move to Approve the attached letter to Attorney General and Junction City Police Department seeking delay in effectiveness of HB 2052 until January 1, 2014

**Enclosure:**

Proposed letter to Attorney General and Junction City Police Department

LETTERHEAD CITY OF JUNCTION CITY

June 4, 2013

Honorable Derek Schmidt  
Attorney General  
120 SW Tenth Avenue, 2nd Floor  
Topeka, KS 66612-1597

Tim Brown, Chief of Police  
City of Junction City Police Department  
202 East Ninth Street  
Junction City, KS 66441

Re: House Bill 2052 (Sen. Sub. for HB 2052)

Dear Attorney General Schmidt and Chief Brown:

This will notify you that the Governing Body of the City of Junction City, Kansas has elected to exempt from the provisions of House Bill 2052 (Sen. Sub. for HB 2052) until January 1, 2014, the following municipal buildings located in the City of Junction City:

700 N. Jefferson	City Hall/Fire Station #1
701 N. Jefferson	City Hall Annex
133 W 7 <sup>th</sup> Street	Opera House
135 W 7 <sup>th</sup> Street	Opera House
225 W 7 <sup>th</sup> Street	Municipal Court
230 W 7 <sup>th</sup> Street	Library
202 E Ninth Street	Law Enforcement Center
312 E Ninth Street	Law Enforcement Storage Building
1002 W 11 <sup>th</sup> Street	Community Center
913 S. Washington	Spin City
6514 Old Milford Rd	Golf Course
540 Airport Rd	Airport Terminal Building
2245 Lace Drive	Fire Station #2
2033 S Spring Valley Rd	Industrial Building
2618 Mid-America Dr	Industrial Building
2101 N Jackson Street	Water Plant
Industrial St	SW Wastewater Plant
Grant Avenue	East Wastewater Plant
2307 N Jackson St	Park Maintenance Building
1017 W 5 <sup>th</sup> Street	Swimming Pool
2324 N. Jackson Street	Public Works Office & Shop Buildings & Animal Control Building.

Yours truly,

CITY OF JUNCTION CITY, KANSAS

By: Cecil Aska, Mayor

**Backup material for agenda item:**

- d. Consideration and approval of service contracts with HDR Engineering, Inc.

# **City of Junction City City Commission Agenda Memo**

June 4, 2013

**From:** Gregory S. McCaffery, Municipal Services Director  
**To:** City Commissioners and Cheryl Beatty, Acting City Manager  
**Subject:** **Award of Service Contracts for Engineering Services**

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**Objective:** Award of Service Contracts for Engineering Services with HDR Engineering, Inc.

**Explanation of Issue:** The City Commission approved a three year contract with HDR Engineering, Inc. (HDR) on March 19, 2013, for engineering services towards various analysis and design of system improvements to the City's water and wastewater systems and overall general engineering services. HDR was retained based a qualification selection process.

Over the last several weeks HDR, Veolia Water and City staff has worked towards finalizing and identifying a scope of work for various system improvements in the areas of water, wastewater and general engineering, through three separate service authorizations per the General Engineering Services Contract. These service authorizations are for analysis, preliminary and final engineering design work on the City's water & wastewater systems and for City general engineering services.

The service authorizations include numerous water/ wastewater system items of work and standardization of engineering designs & services, with direction/ designs in moving forward with final completion of immediate, recommended, and long-term repairs to each of the City's water & wastewater systems. While the intent is to complete several system improvements each year, subject to available funding, the scopes of work are laid out in a manner in which critical items are addressed and a solid engineering foundation is set in place for the City moving forward.

City staff has provided the City Commission a listing of various system improvements, water & wastewater, over the last few years (see attached the 2013 Budget, Proposed Capital Improvements Projects, Water-Sewer Systems). As the City looks to move forward with these service authorizations, a short and long-term program for each, water and wastewater, will be developed, subject to available funding, and based on system needs. This document would be used as a guide towards future system improvements on an annual basis.

Should the City Commission approve the service authorizations it is anticipated several of the items of work will be completed within the 2013 fiscal year, with others being design and recommended for construction/ installation in 2014. Contract/ construction items which are more than \$10,000 will be brought back before the City Commission, in keeping with the City's Fiscal Policy, for Commission approval.

Don Lindeman, HDR Engineering, Inc, Project Manager, and Kerry Peterson, Veolia Water, Project Manager, will be available at the meeting in order to address specific questions the City Commission may have regarding the service authorizations.

**Budget Impact:** Funding for these service authorizations would be obtained through the budgeted funds within the water and wastewater funds and fees paid by private developers for plan reviews and inspection services

**Alternatives:** The City Commission may approve, modify, table or deny the service authorizations with HDR Engineering, Inc., for the water, wastewater, and City engineering services.

**Recommendation:** Staff recommends approval of three service authorizations to HDR Engineering, Inc. as presented

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of the three engineering service authorizations for water & wastewater systems and City engineering services to HDR Engineering, Inc., as presented. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Service Authorization – Water System Preliminary Engineering and Analysis Summary

Service Authorization – Wastewater System Preliminary

Engineering and Analysis Summary

Service Authorization – City Engineering Design Standards Review and Site Development Plan Review Services

2013 Budget, Proposed Capital Improvements Projects, Water-Sewer Systems

2013-2020 City of Junction City, Water and Wastewater Project Summary By Phase

City Commission meeting minutes – March 19, 2013

**EXHIBIT B  
SERVICE AUTHORIZATION**

DATE: \_\_\_\_\_

CONSULTANT: HDR ENGINEERING INC.

SERVICE AUTHORIZATION NO.: \_\_\_\_\_

CITY PROJECT: \_\_\_\_\_

- I. PROJECT DESCRIPTION: Water Treatment Plant Preliminary Engineering Analysis and Pre-Design
- II. Project Manager: Don Lindeman
- III. Scope of Services to be Performed by CONSULTANT:

Task 1: Project Kick-off

- 1.1 Kick-off Meeting/Scoping - The Consultant will attend a kick-off meeting to be held at City offices to review project needs, establish lines of communication, identify data requirements, and review water treatment facilities. Based on the project needs discussed, the Consultant will focus the scope and fee for the project and discuss with the City.
- 1.2 Data Collection and Review - The Consultant will review data provided to date by the City for the project. The Consultant will provide a list of any other requested data to the City, if required.
- 1.3 Site Visits - The Consultant will make two (2) site visits throughout the project to gather information at the water system facilities and to discuss water system operations with City/Veolia staff.

Task 2: Water Supply

- 2.1 Demand Projections - The Consultant will review historical water use data and establish a growth rate for the City as a whole and project demands for a 20 year planning horizon.
- 2.2 Summarize Existing Water Rights - The Consultant will review the City's existing water right certifications and summarize the water rights the City currently holds.
- 2.3 Determine Existing Water Supply Capacity - The Consultant will review information regarding the existing water supply wells and water treatment plant and summarize the City's existing water supply capacity.
- 2.4 Determine Water Supply Needs - The Consultant will compare the demand projections with the existing water rights and water supply capacity to identify existing and future needs for water rights and water supply wells.
- 2.5 Determine Offset of Well 16 - The Consultant will review the ability to offset Well 16 within the existing water rights and existing City property.
- 2.6 Determine Water Rights Options/Application - The Consultant will determine what options the



City has for obtaining additional water rights to meet current and future demands and review with the City. The Consultant will assist the City with making an application to the Kansas Department of Agriculture Division of Water Resources for the additional water rights.

#### Task 3: Lime Softening

- 3.1 Sampling Program Plan Development - The Consultant will develop a written sampling plan to collect required water quality data needed for evaluation of the existing lime softening process. The sampling will include collection of water samples and analysis of ions associated with hardness and alkalinity. The City will be responsible for collecting the water quality data and for laboratory analysis. The Consultant will review the data upon completion of laboratory analyses.
- 3.2 Lime Softening Process/Recarb Analysis - The Consultant will evaluate the existing lime softening process for operational improvements and the ability to add recarbonation to lower the pH to meet finished water quality goals. Chemical requirements for lime and carbon dioxide will be determined.
- 3.3 Coagulant Feed and Equipment Improvements - The Consultant will determine the necessity of feeding a coagulant in the water treatment process. Jar testing, if required, to determine the optimum coagulant dose, will be the responsibility of the City. Options for replacement of the existing ferric feed system will be determined.
- 3.4 Lime Sludge Piping Improvements - The Consultant will review the plugging issues associated with the existing lime sludge piping and options for repair or replacement will be determined.

#### Task 4: Disinfection

- 4.1 Summarize Historical DBP Data - The Consultant will review and summarize the City's Stage 1 and Stage 2 Disinfectants/Disinfection (DBP) By-Product Rule sampling data. Additionally, the Consultant will develop a written sampling plan to collect the required water quality data needed to assess where in the process the disinfection by-products are forming. The City will be responsible for collecting the water quality data and for laboratory analysis. The Consultant will review the data upon completion of laboratory analyses.
- 4.2 Chloramination for DBP Control Analysis - The Consultant will review the DBP Rules and provide recommendations on ensuring long-term compliance with the rules. The Consultant will provide a cursory review of options for reducing disinfection by-product (DBP) formation; however, the improvements will primarily focus on chloramines for control of DBPs. The consultant will determine the contact time needed for disinfection, the ability to provide contact time in the existing clearwells, and chemical feed options for feeding ammonia to form chloramines and provide recommendations.
- 4.3 Chlorination System Piping Improvements - The Consultant will review the present safety issues associated with the chlorination system piping and options for repair or replacement.

#### Task 5: Pumps and Meters

- 5.1 Low Service Pump Improvements - The Consultant will review the present issues associated with the low service pumps and provide options for repair or replacement.
- 5.2 VFDs for Low and High Service Pumps - The Consultant will review historical pumping data for the low and high service pumps and determine the applicability of variable frequency drives (VFDs). Additionally, improvements required for the pump room to house VFDs will be identified.
- 5.3 Low and High Service Pump Flow Meter Improvements - The Consultant will review the present issues associated with the existing venturi meters for the low and high service pumps and determine options for repair or replacement.
- 5.4 Raw Water Metering Improvements - The Consultant will review the present issues associated with the existing raw water meters (individual well and plant influent) and determine options for repair or replacement.

#### Task 6: Plant Power and SCADA/Instrumentation

- 6.1 Transformer Improvements - The Consultant will review the present issues associated with the existing transformer and recommend options for repair or replacement.
- 6.2 Emergency Power Options - The Consultant will identify improvements to provide back-up power to critical processes within the water treatment plant.
- 6.3 Replacement of Power Feeds - The Consultant will determine the need for the replacement of the 2300v and 4480v plant power feeds.
- 6.4 Evaluate SCADA and Plant Instrumentation - The Consultant will determine options for installation of a plant SCADA system including instruments required for monitoring or control within SCADA.

#### Task 7: Capital Improvements Plan

- 7.1 WTP Building Roof and HVAC Improvements - The Consultant will determine options for replacement of the building roof and HVAC.
- 7.2 Cost Estimating - The Consultant will establish capital and operations and maintenance costs (O&M) for the plant improvement alternatives evaluated in the above tasks.
- 7.3 Financing - The Consultant will provide a cash-flow evaluation of the amount of revenue currently being generated with customer rates and the required plant projects. Additionally, the Consultant will provide a cursory evaluation of financing options, other than pay-as-you-go.
- 7.4 Prioritize Projects - The Consultant will finalize the recommendations of each of the tasks above and provide a listing of the recommended projects with brief summary to the City. The Consultant will meet with City and Veolia Water staff to discuss the recommendations and to prioritize the projects according to the City's needs. The Consultant will summarize the

prioritization of the projects, coupled with the results of the financing evaluation, in a capital improvements plan.

- 7.5 EPA Grant Coordination - The Consultant review and provide recommendations on implementation and scheduling of the EPA Grant process, specifically for chloramines conversion (Task 4.2) and replacement of flow meters (Tasks 5.3 and 5.4).

Task 8: Preliminary Engineering Analysis and Pre-Design Summary

- 8.1 Draft Preliminary Engineering Analysis and Pre-Design Summary - The Consultant will summarize all of the above tasks into a draft pre-design summary for the water treatment plant. The Consultant will provide five (5) copies of the draft summary for City and Veolia Water review.
- 8.2 Review with City - The Consultant will conduct a video conferencing meeting to discuss the Preliminary Engineering Analysis and Pre-Design summary with City and Veolia Water staff and receive comments.
- 8.3 Finalize Preliminary Engineering Analysis and Pre-Design Summary - The Consultant will address City and Veolia Water comments and issue a final summary. The Consultant will provide five (5) copies and one (1) CD of the final summary to the City.

Task 8: Project Initiation/Management

- 8.1 Project Initiation - The Consultant will provide the management functions required for the project including a project work plan and a quality assurance/quality control plan.
- 8.2 Project Management - The Consultant will provide the management functions required for the project including project correspondence and progress updates with the City, supervision and coordination of services, scheduling and assignment of personnel resources, continuous monitoring of work progress, and invoicing for work performed.

Task 9: Additional Services

- 9.1 Municipal Water Conservation Plan Assistance - The Consultant will review the City's current Municipal Water Conservation Plan and offer comments prior to the City's submittal to DWR. The Consultant will provide other assistance with submittal to DWR.
- 9.2 Tank Maintenance Program Assistance - The Consultant will assist with and review the City's current Operation and Maintenance program and the RFQ/RFP for tank maintenance and offer comments/recommendations.
- 9.3 Automatic Meter Reading System Assistance - The Consultant will assist the City with plans for their automatic meter reading system and meter change-out program. Assistance will include review of the RFQ/RFP with comments/recommendations.
- 9.4 Bulk Water Station (Design Only) – The Consultant will design a bulk water station including coordination with manufacturers/vendors, development of design drawings (up to two drawings including surrounding grading/drainage, plumbing, electrical and structural) and

specifications. This task does not include site selection or major site improvements.

### Project Summary

#### Project Deliverables:

- Preliminary project recommendations for the 2014 budget, and/or recommendations on amendment of the 2013 and 2014 budgets - To be completed approximately 30 days from Notice to Proceed
- List of requested information (if data that has not been provided to date is required) (electronic)
- Application to DWR for additional water rights
- Written sampling plan for process water quality for lime softening evaluation (electronic)
- Written sampling plan for process water quality for disinfection evaluation (electronic)
- Listing and summary of recommended projects with cost estimates
- Draft Preliminary Engineering Analysis and Pre-Design summary (five copies) – To be completed 60 days from Notice to Proceed
- Final Preliminary Engineering Analysis and Pre-Design summary (five copies and one CD) - To be completed 120 days from Notice to Proceed

#### City responsibilities:

- Provide requested data, where available
- Submit water rights application to DWR
- Collect water quality samples and pay for laboratory analysis for data needed for lime softening and disinfection evaluations
- Participation in workshop to prioritize projects
- Review draft Preliminary Engineering Analysis and Pre-Design summary and provide comments

#### IV. Time of Performance:

120 days from Notice-to-Proceed

#### V. Compensation (Refer to Exhibit D for itemized man-hours, wage rates, reimbursable expenses)

#### BUDGET

Total Project Fee (Tasks 1-8):     \$72,360

Additional Services (Task 9)     \$19,800

CONSULTANT  
HDR ENGINEERING, INC. ("HDR")

By:

Its: Stan A. Christopher, P.E.

Title: Senior Vice President

Date: 5/23/2013

APPROVED BY CITY OF JUNCTION CITY, KANSAS

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Dated: \_\_\_\_\_

Exhibit D  
City of Junction City, Kansas  
Water Treatment Plant Preliminary Engineering Analysis and Pre-Design Document  
Manhour and Fee Estimate  
5/16/2013

Estimated Project Fee - Preliminary Engineering Analysis and Pre-Design Document  
Estimated Project Fee With Additional Services

572,360  
592,160

**EXHIBIT B  
SERVICE AUTHORIZATION**

DATE: \_\_\_\_\_

CONSULTANT: HDR ENGINEERING INC.

SERVICE AUTHORIZATION NO.: \_\_\_\_\_

CITY PROJECT: \_\_\_\_\_

- I. PROJECT DESCRIPTION: Wastewater Systems Preliminary Engineering and Analysis Summary
- II. Project Manager: Don Lindeman
- III. Scope of Services to be Performed by CONSULTANT:

Task 1: Project Kick-off / Data Processing

1.1 Kick-off Meeting / Scoping

The Consultant will attend a kick-off meeting to be held at City offices to review project needs, establish lines of communication, identify data requirements, and refine the proposed improvements scope at the East and Southwest wastewater treatment plants (WWTP's).

1.2 Data Collection and Review

The Consultant will review data provided to date by the City for the project. Data will include previous studies, reports and operations data from the two WWTP's. The Consultant will provide a list of any other requested data to the City, if required.

1.3 Site Visits

The Consultant will make two (2) site visits throughout the project to gather information and to discuss operations with Veolia staff.

Task 2: East WWTP Improvements

2.1 Secondary Clarifier #2 Drive Intermediate Improvements

The Consultant will review, comment and provide a recommendation for one (1) proposal from Siemens Water Technology regarding the sole source provision of parts/labor associated with the repair of a secondary clarifier drive.

2.2 Influent Screening Improvements

The Consultant will review the existing influent screen equipment type, bar spacing and removal efficiency and present options with respect to future screening improvements which include the incorporation of washing/compacting equipment.

2.3 Primary Sludge Pump Improvements

The Consultant will review the existing sludge pumping equipment/arrangement and hydraulic head conditions and present options with respect to replacement pump type and size. This item includes associated piping and electrical modifications to accommodate proposed pumping improvements.

2.4 Primary Clarifier Improvements

The Consultant will review the condition of the existing equipment and provide options with respect to replacement scope.

#### 2.5 Aeration System Improvements

The Consultant will review the condition of the existing aeration blowers and provide options with respect to replacement scope. The Consultant will evaluate the incorporation of new variable frequency drives (for new or existing blowers), a dissolved oxygen control system and diffuser system improvements to the existing aeration system.

#### 2.6 Secondary Clarifier Improvements

The Consultant will review the existing equipment/basin piping configuration and provide options with respect to replacement scope and associated basin improvements.

#### 2.7 RAS/WAS/Scum Pumping Improvements

The Consultant will review the existing RAS/WAS/Scum pumping equipment/arrangement and hydraulic head conditions and provide options with respect to replacement pump type(s) and size(s). Evaluation may result in the partial reuse of applicable pumping units. This item includes required piping and electrical modifications to accommodate proposed pumping improvements.

#### 2.8 Sludge Storage and Mixing Improvements

The Consultant will evaluate the existing sludge storage volumes and mixing system and present findings to the City.

#### 2.9 Site Paving Improvements

The Consultant will evaluate site paving improvements with respect to pavement type and scope.

#### 2.10 SCADA System Improvements

The Consultant will evaluate the incorporation of a Supervisory Control and Data Acquisition (SCADA) system as well as an alarm notification system.

#### 2.11 Miscellaneous Plant Improvements

The Consultant will evaluate miscellaneous plant improvements which include: lime feed pumps / mixers replacement, miscellaneous door improvements, anoxic mixer replacement, grit blower replacement, pump station wetwell enclosure improvements, blending tank painting, sludge grinding equipment and progressing cavity pumps replacement.

#### 2.12 Determine Potential Impact of Future Nutrient Requirements

The Consultant will review the anticipated impact of near term regulatory requirements on the existing wastewater treatment system and evaluate potential options to address possible changes to the existing effluent discharge requirements.

### Task 3: Southwest WWTP Improvements

#### 3.1 Sludge Pumping Intermediate Improvements

The Consultant will review, comment and provide a recommendation for one (1) proposal for a new intermediate sludge pump.

#### 3.2 Prepare Process Model



The Consultant will prepare a process model to identify potential process improvements.

### 3.3 Industrial Fine Screen Improvements

The Consultant will evaluate wash water heating options. The Consultant will incorporate City recommended screen improvements into a replacement scope.

### 3.4 Aeration Basin Motive Pumps Improvements

The Consultant will evaluate new pump and replacement impeller options.

### 3.5 Aeration System Blowers Improvements

The Consultant will review the condition of the existing aeration blowers and provide options with respect to replacement scope. The Consultant will evaluate the incorporation of new variable frequency drives (for new or existing blowers).

### 3.6 Secondary Clarifier Improvements

The Consultant will review the existing equipment/basin piping configuration and provide options with respect to replacement scope and associated basin improvements.

### 3.7 RAS/WAS/Scum Pumping Improvements

The Consultant will review the existing RAS/WAS/Scum pumping equipment and hydraulic head conditions and provide options with respect to pump replacement. This item includes required piping and electrical modifications to accommodate proposed pumping improvements.

### 3.8 DAF Improvements

The Consultant will delineate proposed improvements with respect to lighting, painting and equipment improvements for the existing DAF equipment.

### 3.9 Acid Feed System Improvements

The Consultant will evaluate options for replacing the existing acid feed system with a more suitably sized package system. The Consultant will evaluate options for relocation of the acid feed system.

### 3.10 Sludge Disposal Alternatives

The Consultant will provide up to three options for thickening/dewatering of waste biosolids.

### 3.11 DAF Roof Improvements

The Consultant will review the condition of the existing roofing material and supporting structure and provide options for improvements.

### 3.12 Miscellaneous Plant Improvements

The Consultant will evaluate miscellaneous plant improvements which include: hot water boiler replacement, plant instrumentation improvements, EQ tank improvements, and Control Building HVAC improvements.

### 3.13 Determine Potential Impact of Future Nutrient Requirements

The Consultant will review the anticipated impact of near term regulatory requirements on the existing wastewater treatment system and evaluate potential options to address possible changes

to the existing effluent discharge requirements. These near term requirements will be evaluated within the process model discussed in Task 3.2.

#### Task 4: Engineering Preliminary Design and Analysis Summaries

##### 4.1 Review Population Growth Trends and Projections

The Consultant will review historical population growth and obtain recommendations from the City regarding future projected population growth rates and evaluate the resultant remaining treatment capacity (at the East and Southwest WWTP's) utilization with respect to the need for future expansion.

##### 4.2 Review Anticipated Industrial Flow Changes

The Consultant, in conjunction with City staff, will request information from significant industrial users with respect to future anticipated process changes that could impact future flow and loadings received at the East and Southwest WWTP's.

##### 4.3 Develop Preliminary Project Cost Estimates

The Consultant will develop preliminary cost estimates that will be used in part to develop phasing alternatives that correspond with anticipated City funding levels.

##### 4.4 Prepare Preliminary Engineering Summary

The Consultant will compile all applicable items into a Preliminary Engineering and Analysis Summary for submission to the City and Kansas Department of Health and Environment (KDHE).

##### 4.5 – 4.8

The Consultant will address changes associated with internal quality control review, City review and submit to KDHE. The Consultant will address changes associated with KDHE review.

#### Task 5: Project Initiation / Management

##### 5.1 Project Management

The Consultant will provide the management services required for the project including project correspondence and progress updates with the City, supervision and coordination of services, scheduling and assignment of personnel resources, continuous monitoring of work progress, and invoicing for work performed.

##### 5.2 Project Initiation

The Consultant will provide the management functions required for the project including a project work plan and a quality assurance/quality control plan.

#### Project Summary

##### Project Deliverables:

- Preliminary project recommendations for the 2014 budget, and/or recommendations on amendment of the 2013 and 2014 budgets - To be completed 30 days from Notice to Proceed
- List of requested information (if additional information is required other than information provided to date) (electronic)
- Summary of recommended design projects, preliminary schedules and phasing with preliminary cost estimates (Engineering and Construction)

- Draft Preliminary Engineering Summary and Recommendations (five copies) - To be completed 60 days from Notice to Proceed
- Final Preliminary Engineering Summary and Recommendations (five copies and one CD) - To be completed 120 days from Notice to Proceed

City Responsibilities:

- Provide contacts for significant industrial users as needed
- Provide requested data, where available
- Plant influent and effluent testing data if applicable
- Participation in workshop to prioritize projects
- Review draft report and provide comments

IV. Time of Performance:  
120 days from Notice-to-Proceed

V. Compensation (Refer to Exhibit D for itemized man-hours, wage rates, reimbursable expenses)

BUDGET

Total Project Fee: \$89,880

CONSULTANT

HDR ENGINEERING, INC. ("HDR")

By:

Its: Stan A. Christopher, P.E.

Title: Senior Vice President

Date: 5/23/2013

APPROVED BY CITY OF JUNCTION CITY, KANSAS

Dated: \_\_\_\_\_

**Exhibit D**  
**City of Junction City, Kansas**  
**Wastewater System Preliminary Engineering and Analysis Summary**  
**Manhour and Fee Estimate**  
**05/16/13**

	Kalls, Michael / Evans, Eric	Lindeman, Donald	Coleman, Brandon	Eisele, Ryan	Wiseman, David	Patry, Jeff	Beechler, Kathleen	Fallon, Vincent	Kayhill, Patrick	Campbell, Joni	Admin	Expenses	Subs	Total
	225.00	225.00	170.00	115.00	205.00	145.00	190.00	135.00	110.00	70.00	65.00			
<b>Billing Rates</b>														
<b>TASKS</b>														
<b>Task 1 - Project Kick-off / Data Processing</b>														
1.1 Kick-off Meeting / Scoping		2	4				4					\$200		\$2,090
1.2 Obtain / Review Prior Studies and Plant (s) DMR Data			6	6								\$150		\$1,860
1.3 Site Visits		8	8	8			8					\$250		\$5,850
														\$0
<b>Subtotal Hours</b>	0	10	18	14	0	0	12	0	0	0	0			
<b>Subtotal Dollars</b>	\$0	\$2,250	\$3,060	\$1,610	\$0	\$0	\$2,280	\$0	\$0	\$0	\$0	\$600	\$0	\$9,800
<b>Total Task 1</b>														\$9,800
<b>Task 2 - East WWTTP Improvements</b>														
2.1 Secondary Clarifier #2 Drive Intermediate Improvements		1	2		2		2		4					\$1,020
2.2 Influent Screening Improvements			4	2		1	4		4					\$2,085
<b>Primary Sludge Pump Improvements</b>														\$2,255
<b>Primary Clarifier Improvements</b>														\$530
<b>Aeration System Improvements</b>														\$3,060
2.6 Secondary Clarifier Improvements			2	4	2		6		4					\$750
2.7 RAS/WAS/Scum Pumping Improvements			2	2		1	4		4					\$1,915
2.8 Sludge Storage and Mixing Improvements		1	4	2	2		2							\$1,925
2.9 Site Paving Improvements				4					6					\$1,120
2.10 SCADA System Improvements		1	2				6							\$1,705
2.11 Miscellaneous Plant Improvements	1	2	8	12	4	2	4							\$5,285
2.12 Determine Potential Impact of Future Nutrient Requirements	1	2	4	2			2		8					\$2,845
														\$0
<b>Subtotal Hours</b>	2	7	42	28	10	6	31	0	30	0	0		\$0	
<b>Subtotal Dollars</b>	\$450	\$1,575	\$7,140	\$3,220	\$2,050	\$870	\$5,890	\$0	\$3,300	\$0	\$0	\$0	\$0	\$24,495
<b>Total Task 2</b>														\$24,495

**Exhibit D**  
**City of Junction City, Kansas**  
**Wastewater System Preliminary Engineering and Analysis Summary**  
**Manhour and Fee Estimate**  
**05/16/13**

	Kalis, Michael / Evans, Eric	Lindenman, Donald	Coleman, Brandon	Eisold, Ryan	Wiseman, David	Petry, Jeff	Buechler, Kathleen	Fallon, Vincent	Kapitell, Patrick	Campbell, Joni	Admin	Expenses	Subs	Total
<b>Billing Rates</b>	225.00	225.00	170.00	115.00	205.00	145.00	190.00	135.00	110.00	70.00	65.00			
<b>Task 3 - Southwest WWTP Improvements</b>														
3.1 Sludge Pumping Intermediate Improvements		1	4											\$905
3.2 Prepare Process Model	16	1	4	4										\$4,965
3.3 Industrial Fine Screen Improvements			2	2		8	2							\$2,110
3.4 Aeration Basin Motive Pumps Improvements			2	4										\$800
3.5 Aeration System Blowers Improvements			4	4										\$1,140
3.6 Secondary Clarifier Improvements			2		2									\$750
3.7 RAS/WAS/Slum Pumping Improvements			2	4										\$800
3.8 DAF Improvements (Equipment, Lighting, HVAC)		1	4	6	2	8	2							\$3,545
3.9 Acid Feed System Improvements		1	2	4	2	4	2	4	6					\$3,595
3.10 Sludge Disposal Alternatives (Up to 3 Options)		1	6	8	2	2	2		8					\$3,835
DAF Building Roof Improvements			1	1	4			8						\$2,185
Miscellaneous Plant Improvements	1	2	12	16	4	6	6							\$7,385
Determine Potential Impact of Future Nutrient Requirements	1	2	6	2			2		8					\$3,185
<b>Subtotal Hours</b>	18	9	51	55	16	26	16	12	22	0	0			
<b>Subtotal Dollars</b>	\$4,050	\$2,025	\$8,670	\$6,325	\$3,280	\$3,770	\$3,040	\$1,620	\$2,420	\$0	\$0	\$0	\$0	\$35,200
<b>Task 4 - Engineering Preliminary Design and Analysis Summaries</b>														
4.1 Review Population Growth Trends and Projections		1	2	6										\$1,255
4.2 Review Anticipated Industrial Flow Changes		1	4	4										\$1,365
4.3 Develop Preliminary Project Cost Estimates (Engr & Const)	1	2	4	8	4	2	4							\$4,145
4.4 Prepare Preliminary Design and Analysis Summary		2	4	12	1	1	1							\$3,050
4.5 Perform Internal QC / Address Changes	4	1	2	6	1	1	2				4			\$3,145
4.6 Submit Draft to City, Review / Address City Comments		1	2	6	1	1	2				2	\$100		\$2,215
4.7 Submit Final to KDHE, Obtain / Address Comments		1	2	4	1	1	1					\$100		\$1,665
<b>Subtotal Hours</b>	5	9	20	46	8	6	10	0	0	0	6			
<b>Subtotal Dollars</b>	\$1,125	\$2,025	\$3,400	\$5,290	\$1,640	\$870	\$1,900	\$0	\$0	\$0	\$390	\$200	\$0	\$16,840
<b>Task 5 - Project Initiation / Management</b>														
5.1 Project Management		8	2											\$2,140
5.2 Project Initiation	1	4								4				\$1,405
<b>Subtotal Hours</b>	1	12	2	0	0	0	0	0	0	4	0			
<b>Subtotal Dollars</b>	\$225	\$2,700	\$340	\$0	\$0	\$0	\$0	\$0	\$0	\$280	\$0	\$0	\$0	\$3,545
<b>Total Task 5</b>														
<b>Total Hours</b>	26	47	133	143	34	38	69	12	52	4	6			564
<b>Total Billing Amount</b>	\$5,850	\$10,575	\$22,610	\$16,445	\$6,970	\$5,510	\$13,110	\$1,620	\$5,720	\$280	\$390	\$800	\$0	\$89,880

**Notes:**

- Miscellaneous improvements at East WWTP include the following: Lime Feed Pumps / Mixers, Door Improvements, Anoxic Mixer, Grit Blower, Pump Station Wetwell Enclosure, Blending Tank Painting, Sludge Grinder and PC Pumps
- Miscellaneous improvements at Southwest WWTP include the following: Hot Water Boiler, Instrumentation, EQ Tank Improvements, HVAC

**EXHIBIT B  
SERVICE AUTHORIZATION**

DATE: \_\_\_\_\_

CONSULTANT: HDR ENGINEERING INC.

SERVICE AUTHORIZATION NO.: \_\_\_\_\_

CITY PROJECT: \_\_\_\_\_

I. PROJECT DESCRIPTION: City Engineering Design Standards Review and Site Development Plan Review Services

II. Project Manager: Aaron Bresette

III. Scope of Services to be Performed by CONSULTANT:

TASK 1: CITY SITE DEVELOPMENT ENGINEERING DESIGN STANDARDS REVIEW & UPDATE

- 1.1 Review available information pertaining to external civil/site development and construction as provided by City of Junction City including the following:
  - 1.1.1 City Municipal Code, Title IV – Land Use
  - 1.1.2 City Municipal Code, Title V – Building and Construction
  - 1.1.3 City Municipal Code, Title VII – Utilities
  - 1.1.4 Geary County Engineering Design Standards
  - 1.1.5 KDHE Design Standards for water distribution and sanitary collection systems
  - 1.1.6 KDOT Design Standards for Street Pavement and Subbase Construction
  - 1.1.7 Other sections within the City Codes involving Engineering Design Standards as provided by City
- 1.2 Attend coordination and update meetings with City staff, 4 meetings included
  - 1.2.1 Kick-off meeting to provide existing available information and develop Engineering Standards Outline and Scope
  - 1.2.2 Progress meeting to discuss proposed updates to the design standards of:
    - 1.2.2.1 General Requirements and Procedures
    - 1.2.2.2 Earthwork
    - 1.2.2.3 Grading
    - 1.2.2.4 Site preparation
    - 1.2.2.5 Paving (Public & Private)
    - 1.2.2.6 Soil erosion and sedimentation control
  - 1.2.3 Progress meeting to review proposed updates to the design standards of:
    - 1.2.3.1 Storm drainage including retention/detention
    - 1.2.3.2 Sanitary sewer conveyance
    - 1.2.3.3 Water main distribution
    - 1.2.3.4 Impacts pertaining to Master Plans (Water, Sanitary Sewer, Stormwater)
  - 1.2.4 Progress meeting to discuss City revisions on draft final updates
- 1.3 City Ordinance Revisions
  - 1.3.1 Review existing Ordinances pertaining to Engineering Design Standards
  - 1.3.2 Assist City staff with drafting proposed amendments for review by City Attorney
- 1.4 Development Fee Structure Review

- 1.4.1 Review existing fee schedules for Site Development Plan Reviews
- 1.4.2 Develop options to update fee schedule to more closely reimburse City for actual Engineering Review and Inspection Services incurred

TASK 2: SITE DEVELOPMENT PLAN REVIEW (TYPICAL SCOPE FOR EACH DEVELOPMENT REVIEW)

- 2.1 Engineering review of typical development plan submittal (1-30 residential subdivision, single lot commercial or less than 5 acre industrial site). Maximum two review iterations included per development. Review will be based on:
  - 2.1.1 City design standards
  - 2.1.2 KDHE sanitary sewer and water main extension design standards
- 2.2 Surveying review of development plat submittals
- 2.3 Composition of written response letter summarizing review comments to the City
- 2.4 Attend Development Committee Meeting (one meeting per development submittal, as needed)

TASK 3: SITE DEVELOPMENT CONSTRUCTION PHASE SERVICES

- 3.1 Review Shop Drawings for conformance with the City's Design Standards
- 3.2 Review Construction testing results including:
  - 3.2.1 Subgrade Compaction
  - 3.2.2 Concrete/Asphalt pavement material testing
  - 3.2.3 Sanitary/Water pipe pressure testing
  - 3.2.4 Manhole vacuum testing
- 3.3 Project Construction Observation
  - 3.3.1 Sanitary, water, and storm pipe installation
  - 3.3.2 Pavement Construction
- 3.4 As-Built Plan Review
  - 3.4.1 As-Built information to be provided by Developer or Owner

IV. Time of Performance:

- TASK 1: 120 days from Notice to Proceed
- TASK 2: Engineering Review Comment Letter shall be provided to the City within 10 working days from receipt of complete development submittal
- TASK 3: As needed to meet Construction Schedule

V. Compensation (Refer to Exhibit D for itemized man-hours, wage rates, reimbursable expenses)

BUDGET

- TASK 1: \$28,288.00 (Hourly not-to-exceed)
- TASK 2: \$3,760.00 (Hourly not-to-exceed per each)
- TASK 3: \$10,002.00 (Hourly not-to-exceed)

CONSULTANT  
HDR ENGINEERING, INC. ("HDR")

By: 

Its: Stan A. Christopher, P.E.

Title: Senior Vice President

Date: 5/23/2013

APPROVED BY CITY OF JUNCTION CITY, KANSAS

---

Dated: \_\_\_\_\_



**EXHIBIT D**  
**City of Junction City, Kansas**  
**Design Standards Review and Site Development Plan Services**  
**Manhour and Fee Estimate**  
**5/16/2013**

	Bresette, Aaron Site/Civil Proj Mgr	Banton, Banton Transportation Proj Mgr	Coleman, Brandon Wastewater Proj Mgr	Hill, Lorrie Water-Proj Engr	Hardee, Ron Project Engr.	Leonard, Richard Senior Tech	Cook, Robert Resident Project Rep	Yahle, Johnny Survey Manager	Berns, Susan Tech Writer	Campbell, Joni Accounting	Expenses	Total
<b>Billing Rates</b>	165.00	178.00	170.00	115.00	115.00	115.00	109.00	122.00	65.00	70.00		
<b>TASKS</b>												
<b>Task 1 - Engineering Standards Review/Update</b>												
1 Review Existing Information	12									2	\$40	\$2,160
2 Meetings with City Staff, 4 meetings	24										\$420	\$4,380
3 Develop/Complete Standards	8	2	2	2							\$36	\$2,282
a Grading and Site Preparation	8								2			\$1,450
b Paving (Public & Private)	4	4							2			\$1,502
c Storm Drainage (including Retention/Detention)	8				8				2		\$14	\$2,384
d Sanitary Sewer	4		4						2		\$12	\$1,482
e Water Main	4			4	4				2			\$1,250
f Soil Erosion and Sedimentation Control	4				4				2			\$1,250
g Impacts to approved Master Plans (Water, Sanitary Sewer, Stormwater)	8		8	8	4						\$88	\$4,148
h Standard Details	8					40					\$80	\$6,000
Subtotal Hours	92	6	14	14	16	40	0	0	12	2		
Subtotal Dollars	\$15,180	\$1,068	\$2,380	\$1,610	\$1,840	\$4,600	\$0	\$0	\$780	\$140	\$690	\$28,288
Total Task 1												\$28,288
<b>Task 2 - Site Development Plan Review (Typical per each)</b>												
1 Development Plan Review	4				8						\$10	\$1,590
2 Development Plat Review								4			\$12	\$500
3 Engineering Review Comment Letter	2				2						\$10	\$570
4 Development Committee Meeting	6										\$110	\$1,100
Subtotal Hours	12	0	0	0	10	0	0	4	0	0		
Subtotal Dollars	\$1,980	\$0	\$0	\$0	\$1,150	\$0	\$0	\$488	\$0	\$0	\$142	\$3,760
Total Task 2												\$3,760
<b>Task 3 - Construction Phase Services</b>												
1 Review shop drawings	2				4							\$790
2 Review testing results (Compaction, Pipe, Manhole)	2				4							\$790
3 Project Construction Observation	4	4					40				\$400	\$6,132
4 Final project inspection/ Certificate of Acceptance	4						4				\$64	\$1,160
5 As-Built Plan Review	2		2	2	2							\$1,130
Subtotal Hours	14	4	2	2	10	0	44	0	0	0		
Subtotal Dollars	\$2,310	\$712	\$340	\$230	\$1,150	\$0	\$4,796	\$0	\$0	\$0	\$464	\$10,002
Total Task 3												\$10,002
Total Hours	118	10	16	16	36	40	44	4	12	2		298
Total Billing Amount	\$19,470	\$1,780	\$2,720	\$1,840	\$4,140	\$4,600	\$4,796	\$488	\$780	\$140	\$1,296	\$42,050

Maximum Not-to-Exceed Project Fee. \$42,050

**City of Junction City**  
**2013 Budget**  
**Proposed Capital Improvements Projects, Water -Sewer Systems**

**WTP**

		<u>Project</u> <u>Cost Estimate</u>		2013
Wells Two/Year	Cleaning	12,000		\$12,000
Plant System Power	Overhaul	100,000		\$100,000
Emergency Power	Plant	500,000		\$650,000
Basins Treaters (2)	Painting	100,000		\$85,000
Piping Basins	Cleaning	100,000		
Building Roof	Replace			\$75,000
Service Pumps Low 2	Repair/ Replace	20,000/	56,000	\$56,000
Building HVAC	Replace	500,000		\$50,000
Metering Raw	Replace	100,000		\$100,000
Distribution Sample Stations	Install	200,000		\$12,000
Well 16 Replacement	Water Rights			\$300,000
<b>TOTALS FOR WTP</b>			<b>1,612,000</b>	<b>\$1,440,000</b>

**E WWTP**

Lime Feed Pumps/ Mixers	Replacem nt	\$	15,000	\$15,000
Pig Primary Sludge Piping to Blending Tank		\$	10,000	\$10,000
Primary Sludge Pumps (2)	Replacem ent	\$	40,000	\$20,000
RAS Pumps (3)	Replacem ent	\$	60,000	\$20,000
WAS Pumps	Replaceme nt	\$	40,000	\$40,000
Screen Room Gas Detector	Replaceme nt	\$	8,000	\$10,000
<b>TOTALS FOR E WWTP</b>		\$	<b>173,000</b>	<b>\$115,000</b>

**SW WWTP**

Hydraulic Pump	NEW	\$	6,000	\$6,000
Oxidation Recirculation Pumps	Rebuild	\$	125,000	\$30,000
Submersible Mixers	Replaceme nt	\$	100,000	\$10,000
RAS Pumps (2)	Replaceme nt			\$20,000
Hypochlorite Feed Pumps (3)	Replacem ent	\$	8,000	\$4,500
Lighting DAF and Walkway	Replaceme nt	\$	10,000	\$10,000
DO & pH Probes	Replaceme nt	\$	25,000	\$5,000
Sanitary Screen Gas Detector	Replaceme nt	\$	10,000	\$10,000
Emergency Generators (Lift Stations)	Various			\$200,000
<b>TOTALS FOR SW WWTP</b>				<b>\$295,500</b>

**PROJECT TOTALS**

**\$1,850,500**

CITY OF JUNCTION CITY, KANSAS  
WATER AND WASTEWATER SYSTEM IMPROVEMENTS  
2013 - 2020 PROJECTS SUMMARY BY PHASE

Assumptions	
Annual Inflation for Cost Escalation:	3%
Annual Increase in Water and Sewer Fund General Revenue:	1%
Percentage of Construction Cost for Design Phase Engineering	10%
% of Construction Cost for Bid and Construction Phase Engineering	10%

ITEM	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>General</b>									
Water and Sewer General Fund Beginning Balance	\$3,000,000	\$1,300,000	-\$417,000	-\$2,151,170	-\$4,502,682	-\$6,871,709	-\$9,258,426	-\$11,663,010	-\$14,085,640
Annual Water and Sewer Fund Revenue	\$1,700,000	\$1,717,000	\$1,734,170	\$1,751,512	\$1,769,027	\$1,786,717	\$1,804,584	\$1,822,630	\$1,840,856
Annual Water and Sewer Fund Expenditures	\$0	\$0	\$0	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Water and Sewer Fund Annual Balance	\$1,300,000	-\$417,000	-\$2,151,170	-\$4,502,682	-\$6,871,709	-\$9,258,426	-\$11,663,010	-\$14,085,640	-\$16,526,496
<b>WTP</b>									
Engineering Planning Costs									
Phase 1 Engineering Design Costs									
Phase 1 Engineering Bid and Construction Costs									
Phase 1 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Fabric Feed System - Replace	\$50,000								
Plant Emergency Power - New	\$500,000								
Plant Power Feeds (2300v and 4480v) - Replace	\$800,000								
Plant System Power - Overhaul (???)	\$100,000								
CO2 Recarb - New	\$350,000								
Distribution Plant Reservoir Baffle/Mixing - New	\$100,000								
Disinfection THM Formation Prevention - New	\$500,000								
Water Rights - New	\$200,000								
Well - New	\$650,000								
Low Service Pumps - Replace	\$132,000								
Other Items									
Phase 1 Construction Costs Subtotal	\$3,382,000	\$0							
Phase 2 Engineering Design Costs									
Phase 2 Engineering Bid and Construction Costs									
Phase 2 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 2 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Sludge Return Water Piping to Sanitary - New	\$100,000								
Distribution - Spruce Street Booster Station - Overhaul	\$420,000								
Distribution - Sample Stations	\$60,000								
Water Distribution System Improvements	\$1,800,000								
Building Roof - Replace/Skylight	\$84,600								
Building HVAC - Replace	\$500,000								
Painting - Wells	\$30,005								
Painting - Piping Plant General	\$100,000								
Painting - Basin Treaters	\$85,000								
Other Items									
Phase 2 Construction Costs Subtotal	\$3,179,605	\$0							
Phase 3 Engineering Design Costs									
Phase 3 Engineering Bid and Construction Costs									
Phase 3 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 3 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Filter Media - Replace	\$1,000,000								
Recovery Pumps - Replace	\$150,000								
Distribution - Sample Stations	\$48,000								
Distribution System Improvements	\$1,800,000								
Other Items									
Phase 3 Construction Costs Subtotal	\$2,998,000	\$0							

ITEM	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>East WWTP</b>									
Engineering Planning Costs									
Phase 1 Engineering Design Costs									
Phase 1 Engineering Bid and Construction Costs									
Phase 1 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Wetwell Enclosure - Replace (Odor Control ???)	\$10,000								
Primary Sludge Pumps (2) - Replace	\$40,000								
Primary Sludge Piping to Blending Tank - Replacement or Pigging	\$10,000								
Aeration System Controls, Instrumentation and Blower VFD's - New	\$25,000								
Secondary Clarifiers Mechanisms (2) - Replace	\$250,000								
RAS Pumps (3) - Replace	\$60,000								
WAS Pumps (2) - Replace	\$40,000								
Scum Pump - Replace	\$20,000								
Lime Feed Pumps / Mixers - Replace	\$15,000								
Lime Slurry Diaphragm Pumps / Air Compressor - Replace	\$18,000								
Blending Tank Internal Cleaning	\$9,000								
Progressive Cavity Sludge Pumps - Replace	\$40,000								
Sludge Transfer Building In-line Grinder - New	\$45,000								
SCADA System - New	\$400,000								
Other Items									
Phase 1 Construction Costs Subtotal	\$982,000	\$0							
Phase 2 Engineering Design Costs									
Phase 2 Engineering Bid and Construction Costs									
Phase 2 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 2 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Screening Washer/Compactors with Bagging System (2) - New									
Primary Clarifiers Mechanisms (2) - Replace	\$85,000								
Grit Blower - Replace	\$8,000								
Anoxic Mixer - Replace	\$15,000								
Aeration Basins Diffusers - Replace	\$45,000								
Blending Tank Blower Sound Cover or Blower Replacement - New	\$25,000								
Sludge Storage Tank Blowers (2) - Replace	\$80,000								
Miscellaneous Building Access Doors - Replacement									
Laboratory / Locker-room - Remodel	\$75,000								
Site Roadway and Parking Lot Improvements / Resurfacing	\$75,000								
Other Items									
Phase 2 Construction Costs Subtotal	\$408,000	\$0							
Phase 3 Engineering Design Costs									
Phase 3 Engineering Bid and Construction Costs									
Phase 3 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 3 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Sludge and Blending Tanks Painting, Interior / Exterior	\$85,000								
Blending Tank - New	\$150,000								
Sludge Storage Tank with Mixing - New	\$1,200,000								
Vacuum Units - Demolition	\$10,000								
Other Items									
Phase 3 Construction Costs Subtotal	\$1,445,000	\$0							
<b>Southwest WWTP</b>									
Engineering Planning Costs									
Phase 1 Engineering Design Costs									
Phase 1 Engineering Bid and Construction Costs									
Phase 1 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Rotary Screen - Hydraulic Unit and Misc. Rebuild	\$40,000								
Process Boiler - Replace	\$33,000								
Oxidation Recirculation Pump Impellers, Wear Items - Replace	\$125,000								
Blower Controls / Weather Protection - Replace (Possibly New Blowers)	\$5,000								
DO & pH Probes - Replace	\$25,000								
RAS Pumps (2) - Replace	\$40,000								
WAS Pumps (2) - Replace	\$25,000								
Scum Pumps (1) - Replace									
Submersible Mixers - Replace	\$110,000								
Sludge Chopper Pumps - Rebuild	\$45,000								
DAF Recycle Pumps - Replace	\$18,000								
DAF Hot Water Boilers - Replace	\$6,000								
DAF Area Heating (Outside) - Rebuild	\$20,000								
DAF and Domestic Screen Room Exhaust Fans - Replace	\$5,000								
DAF and Walkway Lighting - Replace	\$10,000								
DAF - Exterior Painting	\$50,000								
DAF Roof and Structural Imp - New									
Sludge Thickening / Dewatering ???									
pH Stabilization Acid Feed Pumps - Replace	\$3,000								
Phase 1 Construction Costs Subtotal	\$560,000	\$0							
Phase 2 Engineering Design Costs									
Phase 2 Engineering Bid and Construction Costs									
Phase 2 Engineering Costs Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 2 Construction Costs	City Estimated Construction Cost	HDR Estimated Construction Cost							
Domestic Influent Screen - Rebuild	\$15,000								
Equalization Tanks Blowers - Rebuild	\$40,000								
Equalization Tank Mixer - Rebuild	\$10,000								
Equalization Tanks Painting, Interior / Exterior	\$95,000								
Final Clarifier Mechanisms - Paint (Or Replacement ???)	\$75,000								
Air Conditioning - Replace	\$5,000								
Lime Silo Feed Pumps & Mixer - Replace	\$5,000								
Phase 2 Construction Costs Subtotal	\$215,000	\$0							
Collection System									
Flow Monitoring and Potential Relief Sewers					\$600,000	\$600,000	\$600,000	\$600,000	\$600,000
Totals for Wastewater Treatment and Conveyance			\$0	\$0	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000

be reduced in future year if there is transition to this system. Ray Ibarra stated that the system would be an improvement on an outdated system, and LED lights could be used at the park for additional savings. Mayor Landes stated that there is also the issue of safety, which he has received comments from the public on. Ray Ibarra stated that future maintenance costs would be minimal, and would service additional events such as Jammin in JC. City Manager Vernon stated that the Commission needs to consider first, the underground system, and secondly the lighting update. Mayor Landes stated that the felt the power system could be upgraded now, and plan for lighting improvements in the future. Commissioner Johnson stated that groups should specify the amount they can pay for power. City Manager Vernon stated that a fee system would be generated. Consensus was to move forward on seeking bids for the project.

Consideration and award of Bid Storm Water Management Master Plan contract. Commissioner Johnson stated that landlords have had issue with the current charges. Municipal Services Director McCaffery stated that those complaints will be addressed, and rates generally will be addressed to maintain the storm water system. Mayor Landes asked when the rate change proposal might come to the Commission. Municipal Services Director McCaffery stated that the rates could be addressed from October 2013 to December 2013, so unfortunately information will not be available for the 2014 budget. Municipal Services Director McCaffery stated that both surface and underground systems will be addressed, and areas holding water will be addressed for adequacy. Commissioner Sands asked how the study will be financed. Municipal Services Director McCaffery stated that the stormwater fund and budgeted amount will be used. Commissioner Aska moved, seconded by Commissioner Sands to approve award of bid for Storm Water Management Master Plan to AMEC in an amount not to exceed \$192,000. Ayes: Aska, Johnson, Landes, Sands. Nays: none. Motion carried.

Consideration of Award of Bid for General Engineering Services contract. Municipal Services Director McCaffery stated that most work will be done at the 3 treatment plants; the HDR engineering firm has the proven technology and experience to provide services to the City. Commissioner Johnson stated that the range for services was \$50 per hour which he believes is high. Municipal Services Director McCaffery stated that budget and summaries are provided on page 137 of the packet, and the ASE provides a schedule of generally accepted pay rates. Commissioner Sands stated that there needs to be improvements for 5 year, 10 year, and 15 year plans. Municipal Services Director McCaffery stated that the plants currently use 1960's technology, and automation will be used to improve efficiencies. Commissioner Sands moved, seconded by Commissioner Aska to award to HDR the Bid for General Engineering Services. Ayes: Aska, Johnson, Landes, Sands. Nays: none. Motion carried.

Consideration and Award of Bid 2013 Street Maintenance Program – Micro-surfacing. Municipal Services Director McCaffery stated that the single bidder

March 19, 2013

**Backup material for agenda item:**

- e. Consideration of the approval of the contract with RDG Planning & Design, Omaha, Nebraska, for consulting services in the update to the Comprehensive Plan for Junction City and Geary County, Kansas.

# City of Junction City

## City Commission

### Agenda Memo

June 4, 2013

**From:** David L. Yearout, AICP, CFM, Director of Planning and Zoning  
**To:** City Commission & Cheryl Beatty, Interim City Manager  
**Subject:** Request approval of contract with RDG Planning & Design, Omaha, Nebraska

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**Issue:** Consideration of the contract with RDG Planning & Design, Omaha, Nebraska, for the update of the Comprehensive Plan for Junction City and Geary County, Kansas.

**Background:** The City and County solicited proposals and qualifications from consulting firms for the update to the Comprehensive Plan for Junction City and Geary County beginning in January of this year. Direct requests were sent to over ten firms in this area that are known to provide consulting services for this work. Also, notification of the request was provided nationally through professional association websites where such notices are commonly published. A total of four proposals were received and reviewed by a committee of City and County staff. Two firms were asked to interview with that committee for the purposes of identifying the best firm for the project based on the needs of the community for this project. The unanimous consensus of the committee was to recommend RDG Planning & Design.

The proposed contract with RDG Planning & Design is for a total of \$72,900.00 over the life of the project. \$50,000.00 was budgeted by the City and County for calendar year 2013 and the contract clearly states the funding for 2013 is covered this year and the remainder will be included in the budgets for 2014. If not, the project will stop and not be completed under this contract. Also attached to the contract are the Scope of Services and a timetable for the project. Extensive coordination with the Metropolitan Planning Commission (MPC) will be maintained throughout the project through the Planning and Zoning Department; and significant outreach to the community will occur through establishment of a Comprehensive Plan Steering Committee by the MPC, as well as other open meetings for stakeholders and community. Those tasks are discussed within the scope and shown on the timetable. The projected starting date is by the end of June, 2013, with a targeted completion in August or September of 2014.

#### Alternatives:

1. Approve the contract and authorize the Mayor and City Clerk to sign.
2. Disapprove the contract, which will stop the project.

**Staff Recommendation:** Staff recommends the City approve the contract and authorize the Mayor and City Clerk to sign on behalf of the City.

#### Suggested Motion:

Commissioner \_\_\_\_\_ moved to approve the contract with RDG Planning & Design of Omaha, Nebraska, for consulting services in the update to the Comprehensive Plan for Junction City and Geary County, Kansas, and authorize the Mayor and City Clerk to sign the contract.

Commissioner \_\_\_\_\_ seconded the motion.

#### Enclosures:

RFP/RFQ for Consulting Services  
RDG Proposal  
Contract for Consulting Services with RDG

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF JUNCTION CITY AND COUNTY OF GEARY, KANSAS  
AND  
RDG SWB INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Junction City, Kansas, and Geary County, Kansas, hereinafter referred to as the "City and County" and RDG SWB Inc., 900 Farnam Street, Suite 100, Omaha, Nebraska, 68102, hereinafter referred to as the "Consultant."

**WHEREAS**, the City and County have identified the need to prepare an update to its Comprehensive Plan, hereinafter referred to as the "Plan", as a major priority; and,

**WHEREAS**, the City and County is committed to a planning process that provides community involvement in the preparation of the Plan; and,

**WHEREAS**, the Consultant has indicated a willingness to provide professional planning services to the City and County in the preparation of the Plan.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**Section One. Scope of Services**

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A, Scope of Services, attached hereto and incorporated into this Agreement.

**Section Two. Additional Services**

- 2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.
- 2.2. Additional tasks may be added to this agreement by amendment(s) at such time the City and County are prepared to proceed with each task.

**Section Three. Time of Performance**

The time period for completion of the project is as outlined in Attachment B; Comprehensive Plan Schedule, which presumes a start date in June, 2013. The projected time period does not include final approval process or delays caused by City, County, or factors outside the Consultant's control. The time period for completion will adjust according to any adjustments in either the start date or as outlined herein.

**Section Four. Responsibilities of the City and County**

- 4.1. Access to Work. The City and County shall make good faith efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the Plan.



- 4.2. Records, Files, and Previous Planning Efforts. The City and County shall make good faith efforts to arrange access to and make all records and files relevant to the Plan available to the Consultant as needed, and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City and County shall make good faith efforts to make previous reports and planning studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the Plan.
- 4.3. Mapping. The City and County will provide all land use data in a GIS format. The City and County will assist the Consultant in obtaining all available electronic maps in a form usable by the Consultant, including recent plats and other changes since the completion of the community comprehensive plans. The collection of this necessary data through a land use inventory conducted by the consultant is not included in this project and would constitute additional services beyond the Scope of Work identified in Attachment A.
- 4.4. Consideration of Consultant's Work. The City and County shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within a reasonable time to avoid undue delays.
- 4.5. Metropolitan Planning Commission. The Junction City/Geary County Metropolitan Planning Commission (MPC) shall carry out the required statutory public participation of the planning process, and shall be the main coordination point is action required by law for the preparation of the Plan.
- 4.6. Meetings. The City and County shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City and County shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the project. The Consultant agrees to attend public meetings in Junction City and/or Geary County as identified on Attachment A: Scope of Services.
- 4.7. City's and County's Representative. The City's and County's representative shall be Mr. David Yearout, or such other person as designated by the City or County. Mr. Yearout shall be responsible for the City's and County's portion of the project management.
- 4.8. Consultant's Deliverables. The Consultant shall provide digital copies of committee presentations, draft plan chapters, final plan report, and one hard copy of the final plan. All deliverables shall be presented in conformance to the requirements outlined in the Scope of Services in Attachment A.

## **Section Five. Compensation and Method of Payment**

- 5.1. It is agreed that the total cost of this contract shall be a lump sum of **Seventy Two Thousand Nine Hundred Dollars (\$72,900.00)**. This shall include all traveling and printing/duplication costs for the project described herein, which shall be separately itemized and shall not exceed Three Thousand Dollars (\$3,000.00) of said total lump sum amount.
- 5.2. It is understood the budget authority for this contract shall cover two budget cycles of the City and County. Of the total amount identified above, Fifty Thousand Dollars (\$50,000.00) shall be the limit of authorization for calendar year 2013 and the remaining Twenty Two Thousand Nine Hundred Dollars (\$22,900.00) shall be authorized for

calendar year 2014 and shall be carried within the budget of the City and County according to the Interlocal Agreement between said City and County. It is further understood that the monies budgeted by the County shall be transferred to the City for the purposes of paying the costs associated with this project and that all billings shall be submitted to the City of Junction City, Kansas, for payments as authorized herein.

- 5.3. Payment for services rendered shall be as follows: Three Thousand Dollars (\$3,000.00) as a retainer payable upon the execution of this contract; Three Thousand Dollars (\$3,000.00) upon the presentation of the final PLAN as specified herein; the balance of Sixty Six Thousand Nine Hundred Dollars (\$66,900.00) shall be paid in proportion to the work completed during that month based on the work and timetable identified in Attachments A and B. In no event shall more than Fifty Thousand Dollars (\$50,000.00) be paid during the calendar year of 2013. Except for the initial retainer, the CONSULTANT shall submit a monthly billing for services before payment by the CITY will be due and payable. It is understood that the CITY shall make payments monthly during its regular accounts payable cycle and that CONSULTANT shall submit its monthly bill in sufficient time to be included within the processing of said accounts payable.
- 5.4 In the event the work is completed ahead of schedule, the remaining amount of the lump sum shall be payable upon presentation of the final PLAN by the CONSULTANT.

#### **Section Six. Ownership of Materials**

- 6.1. The City and County shall control all media releases or other publicity related to the completion of this project.
- 6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants. The final report and all deliverables shall be the property of the City and County upon completion of the services.

#### **Section Seven. Assignment**

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City and County.

#### **Section Eight. Amendments**

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect under the terms of said amendment, unless incorporated into this Agreement by written amendment executed by both parties.

#### **Section Nine. Nondiscrimination**

In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

## **Section Ten. Termination**

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. The City or County may terminate this Agreement at any time upon twenty (20) days written notice to the Consultant. In the event of such termination, at City's or County's option, or due to the fault of others than the Consultant, the Consultant shall be paid for services and expenses to the date of such termination.

## **Section Eleven. Independent Contractor**

In relationship to the City and County, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

## **Section Twelve. Governing Law and Venue**

This contract shall be governed by the laws of the State of Kansas. Venue for any dispute involving this Agreement shall be in the District Court of Geary County, Kansas.

## **Section Thirteen. Cash Basis.**

The right of the City and County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other applicable laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City and County shall at all times stay in conformity with such laws, and as a condition of this Agreement, City and County reserve the right to unilaterally modify or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

## **Section Thirteen. Indemnification.**

The Consultant agrees to indemnify, defend and hold harmless the City and County, and their respective officers and employees, from any and all loss, damage, liability, claim, demand or cause of action whatsoever to the extent arising out of or resulting from or alleged to have resulted from any negligent act or omission or willful misconduct of the Consultant, its officers, employess, agents or representatives in the performance of this Agreement.

## **Section Fourteen. Entire Agreement**

This agreement constitutes the entire and integrated agreement between the Consultant and the City and County and supersedes all prior negotiations, representations, understandings, or agreements either written or oral.

**IN WITNESS WHEREOF, the AGREEMENT** has been executed this \_\_\_\_day of \_\_\_\_ ,  
2013.

City of Junction City, Kansas

By:

\_\_\_\_\_  
Title:

Geary County, Kansas

By:

\_\_\_\_\_  
Title:

RDG SWB INC.

By:

\_\_\_\_\_

## Attachment A: Scope of Services

The planning process will have six main components with community input and citizen participation woven into the process.

Components of the process include:

- Part I: Goals and Principles*
- Part II: Junction City and Geary County Today*
- Part III: City and County Development and Land Use Framework*
- Part IV: Transportation Framework*
- Part V: Implementing and Financing the Plan*
- Part VI: Approval Process*

### **PART I: GOALS AND PRINCIPLES**

#### **1.1 THE JUNCTION CITY/GEARY COUNTY METROPOLITAN PLANNING COMMISSION AND COMPREHENSIVE PLAN STEERING COMMITTEE**

All work will be processed through the Junction City/Geary County Metropolitan Planning Commission (MPC) in conformance to the provisions of Kansas statutes. However, for key portions of this project, the Plan will be presented to a Comprehensive Plan Steering Committee (CPSC), appointed by the MPC. This broad-based group will meet not more than seven (7) times with the consultant team throughout the process. At the beginning of the process the CPSC will be reviewing and confirming broad goals and community development principles. Members of the committee should include city and county officials and staff, representatives from Fort Riley, the business community, the school district, interest groups and youth.

#### **1.2 KEY STAKEHOLDER DISCUSSIONS**

A two-day program of stakeholder group discussions organized by discipline will be held at the beginning of the process. This will include the CPSC, as well as other identified stakeholders within the city and county, including but not limited to developers, realtors, lenders, and other interest groups.

#### **1.3 STAFF MEETINGS AND CORRESPONDENCE**

RDG will host monthly staff meetings between on-site visits with city and county staff, or via phone and/or WebEx, to review the plan's progress and upcoming project milestones.

#### **1.4 WEBSITE**

RDG will create a project website that will be the primary method for providing ongoing information to the public. The website will include committee presentations, meeting announcements, and plan drafts. The website launch will be coordinated with the initial CPSC meeting.

#### **1.5 STATEMENT OF GOALS AND DEVELOPMENT PRINCIPLES**

Working with the CPSC and staff, the goals identified in the 2007 Comprehensive Plan will be reviewed and validated at the first CPSC meeting. Additional goals based on the 2012 Community Survey will be added as needed. This work will be summarized in a report that will be incorporated into the final plan.

#### **1.6 DELIVERABLES**

- Proceedings and meeting notes.
- Statement of Goals and Development Principles.
- Assistance with design of all marketing material related to public meetings (fliers, post cards, etc.).

## **PART II: JUNCTION CITY AND GEARY COUNTY TODAY**

### **Analyzing Junction City & Geary County's Existing Conditions and Future Growth Possibilities**

This component of the Comprehensive Plan identifies existing conditions and contexts. The city and county will provide all data that has currently been compiled to date regarding demographic and economic information. Elements of the work program are as follows.

#### **2.1 DEMOGRAPHICS AND ECONOMIC SNAPSHOT**

This component involves a review of population and economic factors and projections. The snapshot should include:

- Review of population change and growth rates over time.
- Analysis of growth and migration trends.
- Evaluation of employment and income data.
- Evaluation of economic activity, including retail sales.

#### **2.2 HOUSING AND DEVELOPMENT SNAPSHOT AND TRENDS**

This component incorporates population projections with historic housing trends to develop a snapshot of current housing trends and project future needs. Data to be provided by the city and county will include:

- Number of residential building permits issued in the previous ten (10) years, including the number of units associated with the permit and any valuation data that is available.
- Existing lot inventory.
- Additional information, as available, on lot mix, ownership, vacant structures and building code violations.

#### **2.3 LAND USE INVENTORY**

Using the existing database of land use information that has been collected through the county RDG will field verify specific areas and assemble an Existing Land Use Map for the City and the County. Any updates will be provided to the county in a GIS format. Proportions of land uses within the city and county will be analyzed to determine trends and future needs. If land use data is not available a full land use inventory will be considered additional services beyond the scope of this contract.

#### **2.4 TRANSPORTATION ISSUES AND CHANGES**

This section is a review of the city and county transportation system, relative to system performance, support for energy conservation and efficient growth practices. This section will include:

- Compiling existing traffic volumes on major street systems.
- Analyzing and applying existing regional traffic models.
- Defining the existing system by functional category and street section.
- Calculating the existing level of service through volume/capacity analysis.
- Defining and mapping proposed changes in the local and regional system.
- Completing a pedestrian and bicycle compatibility analysis of the city's street network.
- Identifying specific problem areas including any obstacles to non-motorized transportation.

#### **2.5 PUBLIC FACILITY AND INFRASTRUCTURE INVENTORY**

A review of existing public facility studies and interviews with department heads will be completed to determine future needs specifically related to any site selection or expansion. This review will include the city's park and recreation system, an important aspect of the quality of life.

A basic analysis of existing infrastructure issues, including wastewater management, stormwater, water distribution, and solid waste systems will be developed based on existing infrastructure studies and interviews with department heads. The analysis in the rural areas will focus on the ability to support non-agricultural development and the changes needed to accommodate development if desired. The goal of the review will be to identify opportunities and constraints within the system as they relate to future development.

## **2.6 ENVIRONMENTAL ASSESSMENT**

Working with both the city and county, RDG will identify and map important environmental and geographic features in undeveloped areas. Based on available data, this will include topography, soils, waterbody and stream corridors, wetlands, flooding boundaries and problem areas, and historic places and districts. These features will be especially useful in guiding the county land use plan, specifically identifying areas where rural residential development should be avoided.

## **2.7 DELIVERABLES:**

- Developing an Opportunities Map for review by the CPSC.
- Presenting existing conditions and issues at meetings of the CPSC.
- Junction City and Geary County Today document draft.

## **PART III: THE CITY AND COUNTY DEVELOPMENT FRAMEWORK**

The City and County Development Framework process uses the land use survey, demographic and economic projections developed as part of the Junction City and Geary County Today phase, community directions established through the Goals and Principles document, the market analysis, and historic and recent land use and development information to determine probable future absorption rates of residential, commercial, industrial, and public land in the city and county. This information is used to develop a unified Framework Plan for the city and county and its neighborhoods through a highly participatory process.

## **3.1 CITY AND COUNTY DEVELOPMENT FRAMEWORK**

RDG will involve the MPC, the CPSC, and the general public in a highly participatory process to prepare and refine the Development Concept to guide the future development of Junction City and Geary County. This process includes two planning studios, defined as follows:

**3.1.A Comprehensive Plan Steering Committee Development Concept Workshop.** This workshop will engage the Comprehensive Plan Steering Committee in the design of the future Junction City and Geary County. Using a variety of maps and graphic resources, RDG will guide the participants in developing diagrammatic concepts for the city's and county's future growth and form, and define areas of agreement and difference.

**3.1.B City and County Development Framework Studio.** The process will continue to evolve and develop the ideas generated in the Comprehensive Plan Steering Committee Workshop. This two and half (2.5) day studio will be open to the public and will generate draft community development concept, transportation concept, parks and recreation concept and land use concepts for one to two strategic locations.

## **3.2 LAND USE ELEMENT**

The land use plan refines the City and County Development Framework into a Future Land Use Plan(s). The plan will include:

**3.2.A Identification of Geographic Growth Areas.** This effort will define the policies and investments necessary to support desired growth in these areas.

**3.2.B Definition of Land Use Redirection and Policy Areas.** This analysis examines planning and land use issues within the established city and rural areas of the county. Areas of consideration include full use of under-utilized parcels, potential redirection or redevelopment of obsolete land uses, neighborhood stabilization issues, land use conflicts, and areas of special community character and significance.

**3.2.C Future Land Use Plan.** The Future Land Use Plan(s) will indicate the citywide and countywide plan(s), along with individual plans for the deployment of residential, commercial, industrial/employment center, and mixed-use space. Central to the development of new areas will be the incorporation of data collected in the transportation assessment.

**3.2.D. Decision-Making Framework.** This framework includes policies and decision-making criteria, designed to help the Metropolitan Planning Commission, City Commission and County Commission members evaluate specific development proposals.

### **3.3 DELIVERABLES:**

- Draft Development Concept(s).
- Draft Future Land Use Plan(s).
- Draft Transportation Concept(s).
- Draft Park and Recreation Concept.

## **PART IV: COMPREHENSIVE PLAN ELEMENTS**

The plan elements section will incorporate concepts and policies that will implement the new community vision and achieve the preferred development concept. These elements detail the systems that implement the overall concept. In the Junction City and Geary County process, the specific plan elements include:

### **4.1 BALANCED TRANSPORTATION**

The Balanced Transportation Plan will include:

- Programming necessary improvements to the existing street system to accommodate present and future traffic loads.
- Identifying a street system consistent with the City and County Development Framework and providing continuous access to future residential and commercial development areas.
- Establishing standards and concepts for the design of high-quality green streets, conceiving them as public spaces that must unite rather than divide parts of the city.
- A pedestrian and bicycle diagram, considering the location of community destinations and suitability of streets and other public ways for non-motorized use. The pedestrian/bicycle diagram will consider grades and ease of access, and will match street sections to appropriate facilities.

### **4.2 PARKS AND TRAILS**

The parks, open space, and recreation plan is a fundamental element of the Junction City and Geary County Plan. Access to quality recreational facilities, such as Milford Lake, are a traditional element of the quality of life in the city and county. Over the last decade, expansion of the city's park system has not kept pace with population and housing growth. The city's future ability to sustain a strong public park system and keep up with facility demand will be vital to its continued attractiveness. New community and neighborhood park needs in developing areas will be considered. This element is designed to plan for present and future park and open-space needs, and to integrate park-system planning into the city's overall development concept, and where applicable, into the county's planning needs. Components of the process include:



- Analysis of park development needs and opportunities, in relation to the city development concept, land use and population projections, environmental resources, and regional open space issues.
- Development of a parks and recreation plan, including:
  - Locations of parks and greenways. Park facility location is related to the city development concept and, where applicable, to the county development concept.
  - Facility programs for proposed parks in new and existing areas.
  - Facility rehabilitation and upgrade program for existing park facilities.
  - Recommendations for park facility funding.
  - Trail and pedestrian system, coordinated with the transportation plan.

### 4.3 COMMUNITY DEVELOPMENT

This component considers housing and neighborhood issues in Junction City and rural Geary County, and establishes an implementation-based housing and neighborhood conservation policy. This process will include:

- 4.3.A. Existing Housing Analysis.** Review of recent and current housing activity, using information gathered during the Junction City and Geary County Today phase. Of particular significance is the distribution of housing styles, prices and permit values in new developments.
- 4.3.B. Neighborhood Conditions.** This section will identify a set of policies that will preserve the integrity of older neighborhoods, related to overall housing types, densities, and condition, site maintenance issues, streets, infrastructure, and physical design and appearance.
- 4.3.C. Housing Needs by Cost Structure.** This will establish overall city and county housing objectives and needs by cost distribution and type.

### 4.4 KEY DISTRICT

This section will be included as identified in the Development Framework Studio. It will expand on key districts with more detail to guide future development and urban design.

## PART V. IMPLEMENTING THE PLAN

This section addresses issues necessary to achieving the plan. It includes the annexation section, a review of the city's development ordinances as they relate to elements proposed by the land use plan, the county's development regulations as they relate to elements proposed by the land use plan, and capital improvement programming and financing issues for both the city and county.

### 5.1 IMPLEMENTATION SCHEDULE

During this step, RDG will assemble a concise summary of the recommendations made in the plan identifying the type of recommendation and general time frame for implementation. This summary can then be related back to the city's and county's capital improvement plan, specifically regarding phased, long-range capital improvements.

### 5.2 ANNEXATION POLICIES

This section of the Implementation Plan outlines policies for evaluating areas for annexation by the City of Junction City, including the timing and conditions that warrant action to annex lands before development occurs and the policy considerations for both the city and county toward such annexations.

### **5.3 FINANCING & SUPPORT**

This section addresses potential funding sources to implement proposals contained within the plan.

## **PART VI. APPROVAL PROCESS**

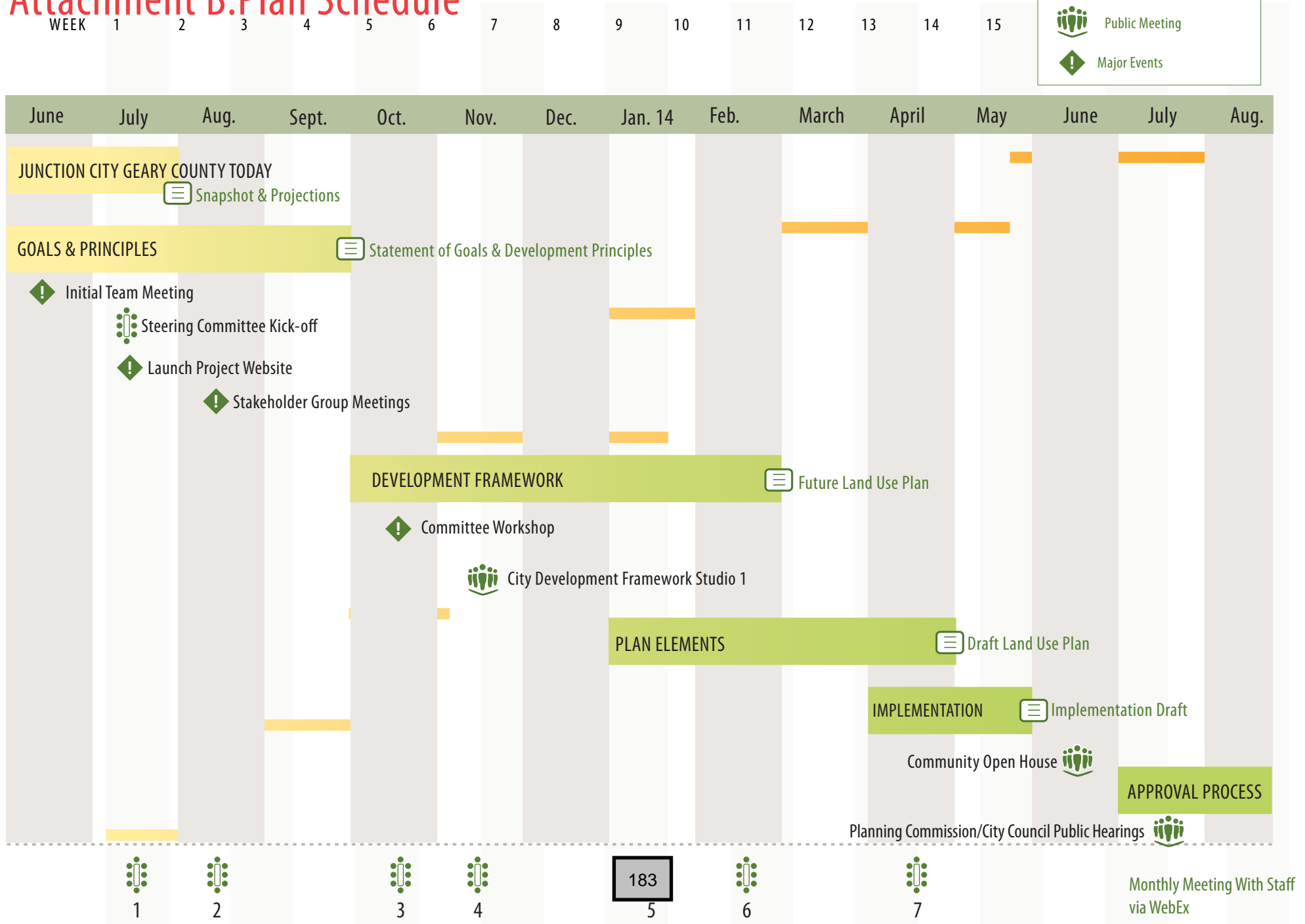
The public presentation process culminates the planning program and is designed to build understanding and enthusiasm for the plan and its vision and directions. The process includes:

- RDG will organize and lead one Public Open House coordinated with the CPSC.
- RDG will present at one formal Metropolitan Planning Commission public hearing as required by law.
- RDG will provide material for presentation by city and/or county staff at one formal presentation of the recommended Comprehensive Plan to the City Commission.
- RDG will provide material for presentation by city and/or county staff at one formal presentation of the recommended Comprehensive Plan to the County Commission.

### **6.1 DELIVERABLES:**

- Copy of display boards from the public open house.
- Digital copy of all draft sections and final plan document for both printing and web publication.
- One hard copy of the plan.
- Powerpoint presentation to staff for public hearings and other community organizations.

# Attachment B: Plan Schedule



***City of Junction City and Geary County,  
Kansas***

***Comprehensive Plan Update***

***Request for Qualifications/Proposals***



***Date of Issue: January 22, 2013***

***Proposal Due Date February 22, 2013***

## **1. Introduction**

The City of Junction City is currently soliciting qualified professional planning consultants to submit professional qualifications and proposals (RFQ/RFP) to prepare an update to the Comprehensive Plan for the City of Junction City and Geary County, Kansas. The existing Comprehensive Plan was adopted in 2006. It reflects information obtained before the economic crisis beginning in 2008 and does not include data from the 2010 census. The community's involvement in establishing priorities for the 2006 Plan will need to be revalidated in the planning process, which has already begun by the preparation of a Community Survey taken in 2012 that identifies where community support exists for certain public operations and where more efforts need to be taken by the public entities.

Junction City is a community of approximately 25,000 located along I-70 at the intersection with US 77 Highway and is the county seat for Geary County, which has a total population of approximately 38,000 and has been designated as the fastest growing in the State of Kansas in the past few years.

This growth is due to the location of Fort Riley, Home of the Big Red One, a historic United States Army Post adjacent to Junction City which grew after the reassignment of the Big Red One home post to Fort Riley from Germany in 2005. Junction City and Geary County responded to this action by investing into new developments that have been impacted by the economic downturn beginning in 2008. As a result, large numbers of developed lots are available within the City in excess of the annual demand. These developments are being financed by municipal bonds and the repayments are delinquent. The City has taken steps to manage this financial situation without draconian impacts and both the City and County now believe the Comprehensive Plan needs to be updated to reflect the current conditions.

This written Request for Qualifications and Proposals (RFQ/RFP) states the scope of the City of Junction City and Geary County requirements of the selected consultant in the update to the Comprehensive Plan and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the firm(s) can best satisfy the requirements of the City of Junction City and Geary County in this effort. The City of Junction City and Geary County shall reserve the right to enter an agreement with the firm(s) presenting the proposal that is most advantageous to the City of Junction City and Geary County, or to reject all submitted proposals.

## **2. Rules of Preparation**

The submitted proposals must follow the rules and the format established within this RFQ/RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

## **3. Inquiries**

The Planning and Zoning Department of the City of Junction City and Geary County has prepared this RFQ/RFP and has designated the Director of Planning and Zoning, David L. Yearout, AICP, CFM, as project manager. Please direct questions or comments concerning the administrative requirements of this RFQ/RFP to:

David L. Yearout, AICP, CFM  
City of Junction City/Geary County Planning and Zoning Department  
700 North Jefferson  
Junction City, Kansas 66441  
(785) 238-3103 office  
(785) 210-1909 fax  
david.yearout@jcks.com

To ensure a timely response, questions requiring a response should be called into, faxed or emailed to the specified numbers or addresses above no later than February 14, 2013.

#### **4. Submission of Proposals**

Please prepare and submit six (6) original copies of the proposal, along with an electronic version of the proposal and all attachments, preferably in a pdf format. Completed proposals should be sealed and clearly marked "RFQ/RFP for City of Junction City/Geary County Comprehensive Plan Update" and be received no later than 5:00 P.M. (CST) **February 22, 2013**, to the Planning and Zoning Department, 700 North Jefferson, Junction City, KS 66441. These may be delivered in person or by public or private postal delivery, but must be received by the above date and time. Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the firm.

Responses will be evaluated objectively based on the firm's responses to the RFQ/RFP. Neither the City of Junction City nor Geary County will pay costs incurred in the proposal preparation including the costs for printing, demonstration, negotiation process, etc. All costs for the preparation of the proposal shall be borne by the proposing firm(s).

#### **5. Notification of Withdrawal of Proposal**

Proposals may be modified or withdrawn by an authorized representative of the firm or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City of Junction City and Geary County after the proposal submission deadline.

#### **6. Minimum Specifications/Scope of Services**

The primary objective in undertaking this Plan is to identify and examine the challenges faced by the City and County, and to identify appropriate strategies and opportunities that take advantage of the City's and County's existing and potential strengths.

The City's and County's updated Comprehensive Plan must help define a vision of Junction City's and Geary County's future that will inspire, guide, and direct appropriately located and managed growth in the City and County, while being responsive to citizen needs and desires. To achieve these objectives, the City and County proposes to retain the services of a qualified and innovative consultant firm or a collaborative consultant team with a demonstrated ability to work interactively with the City Commission, County Commission, Junction City/Geary County Metropolitan Planning Commission, planning staff, Junction City and Geary County citizens, the corporate community and other stakeholders to develop an updated Comprehensive Plan. The selected firm(s) must have both a demonstrated command of state-of-the-art planning concepts

and techniques, including a history of identification of strong implementation plans for the adopted planning products, and demonstrated facilitator skills. The Consultant, or team, with the assistance of the planning staff and other City and County officials, will engage and interact with the citizens and stakeholders who must be involved to ensure that the updated Comprehensive Plan that emerges from the process garners the essential buy-in from primary constituencies. The Plan must also be achievable and based on sound analysis and realistic objectives. The City and County believes that in order for the future vision and the resultant goals, policies, objectives, and action strategies of the Comprehensive Plan to be effective, the Plan must be developed using an inclusive, participatory process that includes an extensive and effective public outreach component. List in detail how you propose to provide the services along with a schedule of fees to provide such services.

Each proposal shall include a draft Agreement for Services for each phase of the project. The agreement should include, but not be limited to: definition of project scope, scope of services to be provided, services to be provided by the City and County, time schedule, and projected costs.

It is the intentions of the City of Junction City and Geary County to award a contract to the winning consulting firm(s) based on the overall best proposal to meet the objectives of the City and County. Proposals should demonstrate how the firm(s) can provide the plan development services desired by both the City and County. A limited budget has been established for this project, with the expectation that the successful firm(s) will utilize the existing staff to the greatest extent possible. The Planning Director, Assistance City Manager and other key employees within the extended City and County family have extensive experience in preparation of Comprehensive Plans and the consultant(s) are expected to serve as an extension of staff in seeing this project through to completion.

An expanded discussion of the general Scope of Services intended to be included in the update to the Comprehensive Plan, as well as some other information concerning this project, is found in Appendix A.

## **7. Contractual Obligations**

The successful firm(s) will be required to enter an Agreement for Services with the City of Junction City and Geary County in which the firm(s) will undertake certain obligations. These obligations include, but are not limited to, the following:

*Inclusion of Proposal* - The proposal submitted in response to this RFQ/RFP will be incorporated as part of the Agreement for Professional Services.

*Indemnification and Insurance* - The successful firm(s) shall indemnify and hold the City of Junction City and Geary County, and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of firm, or of anyone acting under firm's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. The successful firm(s) shall maintain the insurance requirements identified below

during the time of performance of these services and contract period. An insurance certificate must be on file with the City Clerk's office within four weeks of the signing of the contract by all parties.

- a. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate
- b. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident
- c. Worker's Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence
- d. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate. The successful firm(s) shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident.

*Costs* - All costs are to be stated in exact amounts. All costs must be detailed specifically in the cost summary section of the proposal; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

*Selection* - The final award is subject to the approval of the Junction City City Commission and the Board of County Commissioners of Geary County, Kansas.

### **8. Right of the City of Junction City and/or Geary County to Reject Proposals**

The City of Junction City and Geary County reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or as a modified project that may include portions of the originally proposed project as the City of Junction City and/or Geary County may deem necessary in its best interest. The City and County also reserves the right to negotiate with any firm(s), all or part of any proposal that is in the best interest of the City and/or County.

### **9. Evaluations**

The City of Junction City and Geary County will use a committee to evaluate each proposal based on:

- Technical content,
- Previous background and experience,
- Strength of proposed staff,
- Adequacy and completeness of the proposal, and
- Fee schedule

The intent of the City and County is to hire the most qualified firm(s) to meet the needs of the City and County within the funds budgeted for this project. The City and County have each budgeted \$25,000 for this project, for a combined total of \$50,000 for the fiscal year of 2013.



Based on the recommendations of the committee, the City and County will enter into competitive negotiations with two or more responsive firms in order to determine a final proposal, within the budget limits, to be recommended for approval. During this process, firms may be requested to submit revised proposals based on the results of these negotiations and arrange for interviews if necessary. At the conclusion of the evaluation process, the Selection Committee is to make a final recommendation to the City Manager and Planning Director for their review. This contract is subject to approval by the City Commission and County Commission.

#### **10. Non-limitations to RFQ/RFP**

The format of the RFQ/RFP must be followed and all requested information must be submitted as indicated; however, the City of Junction City and Geary County are receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFQ/RFP terms and conditions must be included in writing in the proposal.

#### **11. Pre-proposal Conference**

No Pre-proposal conference will be held in conjunction with this project.

#### **12. Interpretations and addenda**

No interpretation made to any respondent as to the meaning of the RFQ/RFP shall be binding on the City of Junction City or Geary County unless repeated in writing and distributed as an addendum by the City of Junction City and Geary County. Interpretations and/or clarification shall be requested in writing and directed to the contact person listed in Section 3.

#### **13. Projected Schedule of Events**

Release of RFQ/RFP Document **01/22/13**

Last day to submit proposals **02/22/13**

Short list selections announced **03/01/13**

Supplemental Information due or interviews (if required) **03/15/13**

Request for Award to the County Commission for approval **04/01/13**

Request for Award to the City Commission for approval **04/02/13**

#### **14. Proposal Response Format**

In order to facilitate the analysis of responses to this RFQ/RFP, firms are required to prepare their proposal in accordance with the instructions outlined in section 4. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's and/or team's capabilities to satisfy the requirements of the RFQ/RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

The proposal shall include, as a minimum:

1. An introduction and executive summary of the proposal.
2. The project approach, including comments on schedule, public process, coordination between City and County, project management, understanding of the work and what work, if any, you would expect the local public staff to perform. Discussion and

interpretation of the scope of work including those tasks or aspects that you believe require special attention, alternate approaches or revisions suggested based on experience, and descriptions of work elements presented in the proposed scope of work that should be expanded and/or modified to address any special considerations or approaches.

3. Qualifications/Experience:

- i. Describe and document your involvement with other community's efforts toward developing a comprehensive plan.
  - ii. Provide references from those communities.
  - iii. An organizational chart of key staff that will be assigned to this project. A summary of their experience and a statement as to their availability and percent of time they would be assigned to this project. Identify the Project Manager and other key staff/special consultant and their qualifications.
4. A schedule in sufficient detail to convey an understanding of the timing and sequence of the work elements.
5. A draft Professional Service Agreement.
6. An estimate of fees to accomplish the scope of work as defined in your proposal.

**15. Confidentiality of Documents**

All responses to the RFQ/RFP submitted by firms shall be deemed public documents at the time opened by the City of Junction City. The RFQ/RFP is intended to be worded in a manner so as not to elicit proprietary information from the firm(s). If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Junction City to the submitter. Any proposal that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

**16. Legal Notice**

The City of Junction City and Geary County reserves the right to reject any and all proposals and waive any or all technicalities, as determined by the City Manager of the City of Junction City. The City of Junction City and Geary County, Kansas, will not award contracts to, nor accept proposals from individuals or entities that attempt to include any of the following in any proposed contract or Request for Proposal:

1. Reduce or diminish the common law or statutory standard of care, make any attempt to limit liability, or reduce responsibility of the contractor for mistake, error, or negligence of any type.
2. Attempt to limit liability for breach of contract or negligent performance to the amount of the payment to the contractor by the City and/or County.

3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City and County.
4. Include binding arbitration agreements.
5. Provide for damages for breach by the owner contrary to common law or statute, including, especially, any attempt to provide for attorney fees as part of recoverable damage.
6. Attempt to select any forum for resolution of disputes other than the City of Junction City and Geary County, Kansas.
7. Attempt in any way to reallocate risk contrary to common law or statute, unless specifically requested as an alternate proposal or bid by the City of Junction City and Geary County, Kansas. The City of Junction City and Geary County expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Junction City shall be subject to and required to comply with all applicable City, State and Federal provisions.

The City of Junction City and Geary County have an affirmative action program. Any firm(s) will be required to include the following statement in any contract with the City of Junction City and Geary County:

"Contractor shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition in violation of any federal or state law. Contractor shall comply with all requirements of the City of Junction City and Geary County, Kansas, pertaining to affirmative action with regard to employment while this Agreement is in effect."

# **JUNCTION CITY/GEARY COUNTY**

## **COMPREHENSIVE PLAN UPDATE 2013**

### **APPENDIX A - SCOPE OF SERVICES**

The Consultant(s) shall provide professional planning services resulting in Comprehensive Plan elements addressing the following topics:

1. Socio-Economic Data. All information in the existing Comprehensive Plan needs to be updated using 2010 Census information. This includes population information and projections for the various “subareas” to be addressed in the Plan, including all three incorporated cities and, to the greatest extent possible, the rural area broken down to political townships.

All economic data and projections are also to be updated and forecast based upon current information from the 2010 Census and other relevant data from State and federal sources. This will include information regarding labor force, employment characteristics and income data.

2. Housing. An element shall be developed that deals with the housing situation within the City and County. In particular, the existing housing situation needs to be quantified and projections made regarding future demands and where future development should occur. This will include single-family residential issues, as well as multi-family needs and changes, plus growth areas for these uses. Special emphasis should also be given to the issue of rural residential development; especially regarding identifiable demands and needs.
3. Transportation. The Transportation element needs to be expanded to address not only the traditional transportation issues of streets, roads and highways; but also deal with other transportation issues such as rail and bicycle and walking trails. This means a specific “sidewalk” element of the overall Transportation plan. The Transportation element addressing issues in the rural areas will need to focus on the rural demands and functions of the rural road network.
4. Utilities. This element will address the public water and sewer utility services with the City; as well as Rural Water systems in the County and other utility providers active within the jurisdictions. The growth and demands will need to be addressed, particularly in conjunction with the demand changes from Fort Riley and how those demands impact the needs within the City and County.

Additionally, this element needs to address the changes within the “utility” service sector as use of wireless and digital services alter much of the traditional data exchange providers; especially with respect to telecommunications and how changes in the mission and training programs from Fort Riley impact those services.

5. Drainage and Flooding. This element will address the impacts of the natural drainage patterns within the City and County and how it may affect development potential. It will also address the manner in which the storm drainage systems need to respond to those opportunities and challenges.

The City of Junction City will be developing a Stormwater Master Plan at the same time of the update to the Comprehensive Plan and both plans need to come together on the recommendations and needs regarding this issue.

There are also preliminary studies underway through the Kansas Department of Agriculture, Division of Water Resources, which may have some bearing on drainage issues and flooding, particularly with respect to future Floodplain Management, within the entire planning area.

6. Public Safety Services and Facilities. This element will address the public safety operations of both the City and County. This will include the City Police, County Sheriff, Fire and Emergency Medical Services, County Fire, and Emergency Management operations. The focus will be on the operations that exist and the capacity of the existing facilities supporting those operations. The degree of discussion regarding staffing levels and future demands will be determined based on evaluations made during the preparation of this project.
7. Parks and Recreation. This element will address the City Parks and Recreation operations and, to the extent such exists, the same within the County. Additionally, the interaction with the recreational facilities and operations on Fort Riley and at Milford Reservoir need to be discussed in the overall Plan.

As the City operations are discussed, this will need to address the facilities within the City that are part of the operations, especially the 12<sup>th</sup> Street Community Center, Spin City, Rathert Stadium, the Municipal Swimming Pool, numerous ball fields, and all the other facilities and services within the Parks and Recreation Department.

8. Educational System. The primary educational system within Geary County is USD 475, the Geary County Schools. USD 475 provides primary and secondary school operations within all three incorporated cities within Geary County (Junction City, Grandview Plaza and Milford), as well as on Fort Riley. There is also a parochial school operated by the local Catholic Church, known as St. Francis Xavier schools. Other school districts have territory within Geary County, but there are no facilities operated by these districts within the County.

Also within the community, Cloud County Community College has a satellite campus on land owned by Geary County. Kansas State University is in the region at Manhattan, 20 miles to the east; and there are other satellite operations from other colleges and universities.

The intent of this element is to articulate these facilities and address the challenges of continuing to provide facilities as the community continues to grow and expand; and provide validating documentation of the need to coordinate on these demands between the school systems and the City and County.

9. Economic Development. Efforts are being made to develop a Strategic Economic Development Plan through the Junction City/Geary County Economic Development Commission, which has been reorganized into the Chamber of Commerce. The Strategic Plan is intended to identify where the efforts of the Economic Development staff should be focused. This information should be included in the evaluation of the Economic Development needs within the City and County in continuing to grow the local economy, whether it is in respect to employment opportunities or expansion of retail needs and other support services. This analysis will ultimately support the decisions regarding the identification of land for these uses. Heavy interaction with the Economic Development and Chamber staff will be expected.
10. Land Use. An analysis of the existing land use patterns and the resulting challenges from those patterns needs to be established within this element of the Comprehensive Plan. It is expected the information in the records of the County Appraiser's office will be utilized in preparation of the data and maps for this section of the Plan. This element is expected to address land use issues in detail within the City and also to an "urban level" of detail for the appropriate areas within the County where existing or projected development warrants.
11. Future Development Plan. Future Plans and maps are expected to be developed for Land Use, Transportation and all Utilities, including Stormwater, as part of the element discussing the Future Development plans. These will be supported by appropriate narrative to articulate the intent and expectations from these plans and maps. The Plan maps will address the City, as well as the County and appropriate "subareas" of the County that are urbanizing or urbanized.
12. Goals and Objectives. This element will reestablish the Goals and Objectives, as well as policies and appropriate actions for each of the topics listed above and other appropriate subjects identified within the planning process. It is not anticipated another process will be used to create new goals and objectives statements, but there may need to be some process used in validating the existing statements and to confirm community support for any new topics.
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that may be identified will be articulated within this element, whether for the City or the County.

14. Other Issues. In the event other issues or elements are identified in the planning process, it is expected the appropriate language will be included within the Comprehensive Plan, regardless of whether it is within one of the above topics or is a separate issue.

Additional information regarding all of the above, including a review of the existing Comprehensive Plan, the 2012 Community Survey results, and information on all existing City and County services and facilities can be viewed on either the City website or the County website. The City website is [www.junctioncity-ks.gov](http://www.junctioncity-ks.gov) and the County website is [www.geary.kansasgov.com](http://www.geary.kansasgov.com).

## JUNCTION CITY/GEARY COUNTY

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# The Junction City / Geary County Plan

## A Proposal to Prepare a Comprehensive Plan

Submitted by RDG Planning & Design and Alfred Benesch  
February 22, 2013

200

**RDg...**  
PLANNING • DESIGN

**benesch**  
engineers • scientists • planners



February 22, 2013

David Yearout, AICP, CFM  
City of Junction City/Geary County Planning and Zoning Department  
700 North Jefferson  
Junction City, KS 66441

RE: Proposal to Prepare a Comprehensive Plan for Junction City and Geary County

Dear Mr. Yearout and Members of the Selection Committee:

RDG Planning & Design is pleased to submit our qualifications and a proposal to complete a Comprehensive Plan for the citizens of Junction City and Geary County. We would also like to thank you for taking the time out of your schedule to meet with us and discuss the opportunities and issues facing the city. We have assembled an outstanding team with broad regional and local knowledge that will best serve your needs. To our team we have added Alfred Benesch, who have an understanding of the City of Junction City and Geary County, and will address any significant engineering and transportation issues that may arise during the planning process.

RDG has developed numerous innovative and award-winning comprehensive and special district plans for cities and towns of all sizes. Our regional experience and work with military communities like Bellevue, Nebraska and Knob Noster and Warrensburg, Missouri, has vastly added to our expertise and to the range of experiences that we can apply to thinking with you about the strategic future of Junction City and Geary County. We also believe that we are uniquely qualified because of the individual talents we bring to the project, including:

- Amy Haase, Project Manager for the Junction City and Geary County Plan, will bring her innate talent of managing the many components of this project, elevating them to their highest level with a strong sense of responsibility to both the City and individuals involved in the process. Her plans are noted for being user-friendly and she has worked closely with many comparable communities, including Bellevue, Nebraska.
- Marty Shukert, Principal Planner and Designer, has extensive experience developing practical plans and implementing plans similar to the Junction City and Geary County Plan. Marty's ability to identify unique alternatives is ideally combined with his passion for planning healthy vibrant communities. With 40 years in the planning and design profession in both the public and private sector, Marty brings a wealth of knowledge that is surpassed by very few.
- RDG has the professional resources to meet your needs. With a staff of over 120, including architects, landscape architects, urban planners, graphic designers, and artists, we are able to develop an innovative plan with an emphasis upon implementation.
- We listen!! This project will reflect your goals . . . not ours. We tailor our process to more closely match your objectives.

We want to be part of your community as you develop the future vision and plan for the City of Junction City and Geary County. You can be assured of our enthusiastic and professional commitment to develop an outstanding plan that Junction City and Geary County will be proud of. Thank you for considering our team and we look forward to speaking with you about our process.

Sincerely yours,



Marty Shukert, FAICP  
Principal



Amy Haase, AICP  
Senior Partner



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## executive summary

Our visit to Junction City has given us the opportunity to talk with people and begin to learn about the opportunities and challenges facing the city. We strive to understand the character and history of every community we work with, creating plans that are tailored to each city. We also bring regional knowledge, having worked extensively in Kansas, developing housing studies, comprehensive, downtown, corridor redevelopment, parks and bikeway master plans for *Topeka, Wichita, Hays, Ellis County, De Soto, McPherson County, Caldwell, Dodge City, Finney County/Garden City, Ford County, Great Bend, Liberal, Lawrence, and Meade County*.

Beyond our Kansas experience, and possibly more pertinent to Junction City, is our experience working with military and university communities, fast growing energy cities, and numerous rural communities with agricultural based economies. Our understanding of the unique opportunities and challenges created in a community that is closely connected to a military base and that is a regional commercial and civic center help us begin to think about some of the special issues that the comprehensive plan should address.

The Project Understand and Approach section of this proposal outlines what we feel are some of the most important focus areas and features of the planning process. Focus areas that appear to be emerging include:

- Establishing an overall development vision for the city and county.
- Refining growth directions.
- Understanding transportation issues in an urban context.
- Involving Junction City residents in the planning process.



Special features of the process will include:

- A strategic guide to decision making and budgeting
- A public engagement process that builds on the work completed in the previous Comprehensive Plan and the 2012 Community Survey.
- Detailed, market-based land planning.
- Development of a transportation framework.

Based on our experience developing numerous comprehensive plans we conceive a planning process that is built broadly on the theme of community health, community involvement, and community design and quality. **Highlights** of this process, detailed within the proposal include:

**A Healthy Community.** Like individuals, communities also display different levels of health and wellness, and the “healthiest” cities offer their citizens high degrees of service, efficiency, and overall satisfaction. One of the



## executive summary

fundamental roles of the comprehensive plan is to maintain and enhance the quality of community, even as the city continues to grow and change. “Community health” is complicated interaction of variables, but it is useful to consider good health in four spheres: the environmental, economic, civic, and individual.

- **Environmental Health** addresses the performance and impact of a growing city on the land and air. The Junction City / Geary County Plan will engage the community in developing a shared vision for a city and county that both grows soundly and reverses negative environmental effects. Our new comprehensive plan for Ankeny, Iowa establishes a blueprint for a city that will grow to a population of 80,000 but perform like a native prairie from a stormwater perspective.
- **Economically Healthy City** involves the ability of the city to provide desired public services at a cost that taxpayers consider affordable and reasonable. From a land use and planning perspective, the key variable is density. As density decreases, municipal infrastructure and services are spread across greater distances, consequently increasing costs. Yet, people also enjoy open space, both on their own property and in the public environment. The plan will use a cost of service analysis, scenario development, and community involvement to define target densities for Junction City / Geary County that balance citizen preferences with economic efficiency, and build a land use plan based on this balance.
- **Individual Health** considers the connections between city design, land use and transportation, and individual health and wellness. For example, the Junction City / Geary County Plan will include an alternative transportation component, with a special emphasis on the ability to divert some short, local trips from cars to other modes of transportation. These levels of factors interact toward a desirable outcome in this still-new century – lower service costs, reduced energy use and climate impact, greater efficiency, better health, and high community quality. This outcome is a practical reality, not a rhetorical dream.
- **Civic Health**, builds on every communities greatest asset, its residents. Maintaining a strong sense of common enterprise and a sense of shared vision creates a better community for all residents. A civically healthy community provides public places and facilities where people interact positively with one another. A community’s institutions and organizations are often the backbone of communities, and strong institutions give people opportunities to be involved at many levels. Finally, a civically healthy community provides a sense of pride and common identification that energizes residents to invest in their cities.

**Unique community involvement opportunities.** A vision and practical strategies that meet contemporary challenges **must** grow from a community-based process. Much of the ground work for this process was done in the recent Community Survey and the previous Comprehensive Plan. The RDG process includes our effective techniques for validating community priorities and moving the process forward. These include a diverse steering committee that meets regularly, stakeholder interviews and discussions, planning studios, web-based tools that allow people to contribute to plan concepts, and presentations at key points in the process. Ultimately, a process that



## executive summary

combines many opportunities for personal contact with contemporary media will create a plan that molds many points of view into a coherent vision of the future.

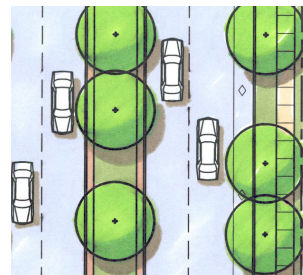
**Urban design and community character.** Our work on green streets master planning and urban design guidelines in Sioux City, Iowa and Sioux Falls, South Dakota; and previous work in analogous contexts like Coralville, Iowa, will help inform the urban design element of the Junction City / Geary County Plan. The plan will include an analysis of the area's urban design characteristics, including locations and characters of entrances, signature features, greenways, and neighborhood character, and illustrated policies that are designed to enhance these elements. Because street design is fundamental to the public environment, this element will also include design and enhancement prototypes related to specific street contexts.

### SPECIFIC PLAN ELEMENTS IN THIS PROPOSAL INCLUDE:

#### SNAPSHOT AND PROJECTIONS

RDG will work closely with city staff to develop an understanding of the city's existing demographic and land use context. Specific components will include:

- **Demographics and Economic Snapshot**, presenting a detailed review of population and economic projections.
- **Housing and Development Snapshot and Trends**, evaluating housing, commercial, office, and industrial development trends, geography, and occupancy.
- **Land Use Inventory**, using the existing land use inventory, analyzing density/compactness and use distribution, and identifying vacant or under-utilized commercial and retail land.
- **Transportation Issues and Changes**, examining performance and sustainable growth of the transportation system.
- **Public Facility Inventory**, evaluating public facilities for the ability to meet future service requirements.
- **Infrastructure Inventory**, identifying existing infrastructure service and sustainability issues.
- **Environmental Resources and Constraints**, identifying and mapping important environmental features.
- **Market Potential**, based on analysis of growth, consumer spending patterns, and regional commercial/office/residential development trends.



*Coralville Town Center  
Redevelopment*



*Bemidji Central City Plan; Bemidji, MN*

## executive summary



### THE CITY DEVELOPMENT FRAMEWORK

- **Future Land Development Needs**, defining future growth needs for urban residential, commercial, industrial/business park, mixed use, and civic land.
- **City Development Framework**, integrating land use, sustainability requirements, transportation, greenways, and infrastructure into a unified city concept.
- **Land Use Element**, establishing a vision for Junction City / Geary County's future land use and integrating that vision with the county planning process.

### COMPREHENSIVE PLAN ELEMENTS

These elements detail the systems that implement the overall concept and include:

- **Balanced Transportation**, including the street network and alternative transportation modes.
- **Parks, Recreation, and Open Space**, establishing defined park and recreation opportunities and gaps, including trails and greenways opportunities.
- **Infrastructure**, including sanitary sewer, storm sewer and drainage, water, and electric distribution.
- **Community Services**, including public facilities and public safety
- **Community Development**, including housing needs and development programs, housing density, and neighborhood design criteria.

### IMPLEMENTATION AND FINANCING

- **Implementation Schedule**, including a concise summary of plan recommendations and general time line for implementation..
- **Annexation Policies**, establishing clear policies for future annexations.



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[www.rdgusa.com](http://www.rdgusa.com)

RDG ranks **GOLD** as a  
bicycle friendly business  
by the League of  
American Bicyclists

RDG has been  
recognized as the *AIA*  
*Firm of the Year* in both  
Nebraska and Iowa

RDG is **ranked #30** in  
the Architect 50

Architecture Magazine  
ranks **RDG #109** in the  
top 250 architectural  
firms

ENR ranks **RDG #80** in  
the top 100 green design  
firms

RDG Omaha was  
recognized as one of  
the top 5 medium-sized  
companies

The Almanac of  
Architecture and Design  
ranked **RDG #84** in the  
top 333 firms



**RDG Planning & Design** is a multifaceted network of design and planning professionals, dedicated to applying our talents in extraordinary ways. Beyond creating implementable community visions, we want you to enjoy the process of getting there.

With offices in Omaha (NE); Des Moines and Ames (IA); and Ft. Myers (FL), RDG Planning & Design is employee-owned, with nearly 70% of our employees owning stock in the company.

From our newest staff to the founding fathers that began their practices in the 1960's; RDG Planning & Design is dedicated to the collaborative design process. Officially formed in 1989 as the Renaissance Design Group and crafted to bring well established firms together into practice, our organization provides the right people for integrated solutions. We use our own Charette process—an energetic series of interactive meetings—to define shared vision and common objectives with our clients in specific areas of focus: Community and Regional Planning, Historic Restoration, Public Art, Parks and Recreation, Government and Public Safety, Transportation Enhancements, Urban Design, Athletic Fields and Complexes, Corporate, Healthcare, Higher Education, K-12 Education, Senior Living and Worship Facilities.

It is the mission of RDG to creatively influence life for the better through purpose-driven design, and because of that mission, our Community and Regional Planning team offers a special expertise in community planning and creative problem solving. We believe in applying new ways of thinking and innovative approaches to the preparation of plans that address community and regional issues. At the same time, plan recommendations must be based upon a realistic assessment of the practicality of implementation. The resultant product, as evidenced by our numerous successful planning efforts, is an innovative plan with an emphasis upon implementation.

RDG's Community and Regional Planning group provides a wide variety of design and planning services. With a growing national practice, RDG is a regional leader in urban design, downtown and housing planning, comprehensive planning, and enhancement of transportation corridors. Since our formation in 1989, we have worked in more than 300 large and small communities throughout the Midwest.

#### COMMUNITY & REGIONAL PLANNING AWARDS AND RECOGNITIONS:

- 2012 Iowa Chapter of the APA for Urban Design; Federal Avenue Plaza Mason City
- 2011 Nebraska Chapter of the APA for Best Practice; Downtown Lexington Plan
- 2011 Iowa Chapter of the APA for Daniel Burnham Award; Ankeny Iowa Comprehensive Plan
- 2010 Housing Hall of Fame inductee Martin Shukert; Nebraska Investment Finance Authority
- 2010 Iowa Chapter of the ASLA for Planning; The Neighborhood at Indian Creek in Marion, Iowa
- 2010 Nebraska Chapter of the APA for Best Practice; Downtown Nebraska City Plan
- 2009 Iowa Chapter of the APA for Implementation; Downtown Council Bluffs
- 2009 Nebraska Chapter of the APA for Daniel Burnham Award; Douglas County, NE Plan
- 2009 Nebraska Chapter of the APA for Best Practices; North Omaha Plan
- 2008 National Arbor Day Foundation for Lady Bird Johnson Award; Green Streets for Omaha
- 2007 Iowa Chapter of the APA for Best Practice; Marshalltown City Center Plan
- 2007 Great Plains Chapter of the ASLA for Analysis and Planning; Green Street Omaha
- 2007 Iowa Chapter of the ASLA for a Plan; Green Streets for Omaha Plan
- 2006 Iowa Chapter of the APA for Implementation; Downtown Shenandoah Magic Plan
- 2005 Iowa Chapter of the APA for O Plan; Downtown Clear Lake

# Alfred Benesch & Company

## Firm Profile

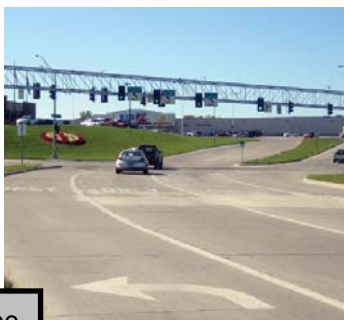
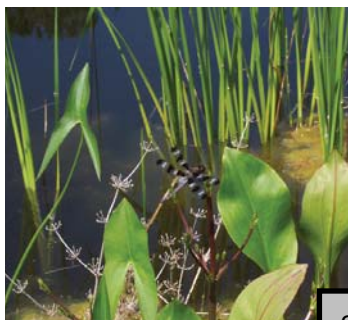
Since our founding in 1946, Benesch has provided engineering services, specializing in transportation, rail, aviation, geotechnical, surveying and municipal engineering. Our projects range in size and complexity from large scale, high-profile public improvements to smaller, more focused assignments. Our clients include federal, state and municipal government agencies, real estate developers, private corporations and architectural firms.

For over 65 years, Benesch has provided innovative, quality-focused multi-disciplined engineering and environmental services to a wide variety of clients. With over 460 dedicated professionals on our team, we continually showcase engineering excellence and cutting-edge technical ability. We have 19 offices spread across 11 states, giving us the capability to take on projects of all types and sizes, while still maintaining our commitment to responsive, client-focused service.

We want every impact we make to be a positive one. Being a multi-disciplined firm, we can see how a project fits within the big picture. Working together, we develop effective, cost-efficient and sustainable solutions. From creative project planning and public outreach initiatives to detail-oriented design and construction management, we will help guide you and your community towards a better future.

Our services range from initial planning and feasibility studies through to construction management. We have designed complex highway interchanges, new commuter railway systems and major river bridges. Our personnel have inspected thousands of railroad and highway bridges, supervised miles of interstate construction work and managed the renovations of train stations, airport facilities, schools and intermodal rail yards.

Benesch is consistently ranked among the top 500 consulting engineering firms in the United States by Engineering News Record. Our reputation speaks for itself among industry peers and clients. The frequency of repeat business is indicative of our steadfast dedication to providing quality services.





## understanding and approach



Junction City is a high quality urban area with significant opportunity surrounded by the beautiful Geary County Flint Hills, and the update to the Comprehensive Plan comes at an especially important time. Since the completion of the 2007 Plan the city has experienced both great positives and great challenges. The growth in the city's population, generated by the expansion of Fort Riley, will continue to fuel new residential and commercial development in the coming years. Often, when growth like this happens, communities improvise: new housing emerges opportunistically, support services may lag significantly and even small cities spread across the landscape creating unanticipated problems that require expensive solutions after the fact. The development of the 2007 Comprehensive Plan was a step in the right direction, identifying residents' vision for their community. The Plan Update is especially important and promising as it provides the chance to make adjustments to the 2007 Plan after five years of unanticipated economic turmoil. While the collapse of the national housing market was not anticipated, the community should be proud of its ability to adjust to these economic challenges and its vision to once again plan for the future.

As we begin to fashion a process for the Junction City & Geary County's plan, the following overall focuses appear to emerge.

- *Establishing an overall development vision for the city and county.* In Junction City's growth environment, this project transcends a traditional document that focuses only on land use and a road network. Rather, it must provide a unified framework vision for the city, thinking about new development, neighborhood conservation, access and mobility, infrastructure, parks and natural features, and community character as interconnected systems that together produce a city of quality, efficiency, and self-sustaining growth. RDG's planning processes are dedicated to engaging the citizens and stakeholders of a city in a participatory process that produces this kind of shared vision – an ability to look at different options and choose the directions that satisfy the needs and hopes of the community.
- *Refining growth directions.* Previous development efforts have supplied the city with adequate building lots for the next several years, yet services to these areas, including parks, trails and transportation networks, have fallen short. Additionally, new opportunities existing along the I-70 corridor and the possible new base entrance open new commercial and industrial opportunities for the city. A careful, detailed, and visionary development plan for strategic areas can ensure that development is cohesive and connected, supported by infrastructure, private and public services, and facilities.
- *Understanding transportation issues in an urban context.* Transportation and land use interact to create the form of the city, and a fundamental purpose of a transportation network is to link the town together. Collector and arterial street improvements have lagged in some key locations and little work has been done to create a multi-modal system that connects destinations in the city, county or Fort Riley. The potential created by a new east side entrance to the fort could be tremendous, and planning for this potential must balance environmental impacts with economic development potential. We must view the transportation network as both a movement system and a formative element that keeps the city from growing apart as it expands.
- *Involving Junction City residents in the planning process.* Many plans suffer from a "bookshelf syndrome." However this document must live beyond its completion date. The 2012 Community Survey identified planning as a community priority. We must balance the valid work completed in the 2007 Comprehensive Plan with the need to address the community's concerns, engaging them at key points in the planning process. The RDG process will be designed to meet the city and county's expectations as outlined in the RFP, and also to address the significant needs addressed above to create a document that truly guides public policy and investment. Special features include:
  - *A strategic guide to decision making and budgeting.* Our experience in public financing and administration drives us to create a plan that guides investment efficiently in ways that maximizes the community's benefits. Thus, the Junction City plan will include both a capital improvement program and a road-map designed to implement the city's preferred development future.
  - *A public engagement process* that builds on the work completed in 2006-2007 planning process and the recent Community Survey. It is likely that many of the goals envisioned during the previous planning



# understanding and approach

process are still valid. We will use a variety of techniques, ranging from stakeholder group meetings to online forums to validate these goals, and new policy and program recommendations. Much of the plan's creative work will be done on-site in Junction City, through collaboration with community members. We talk with stakeholders at a number of different levels, from individual interviews and group discussions to public open houses.

- *Detailed, market-based land planning.* A land use plan goes beyond the old approach of a two-dimensional colored map. The Junction City process will include a detailed development vision and plan for strategic development areas, allowing evaluation of alternatives and ultimately presenting a detailed sense of how these areas (such as a possible new Fort Riley entrance) should develop. These land use plans are based on market demands, and incorporate the needs for different types and price points of housing.
- *Development of a transportation framework.* The city and county's transportation should meet both functional and lifestyle needs. As noted above, there are both existing transportation challenges and significant potential in a new Fort Riley and opportunities along the I-70 corridor. However, a transportation element for both the city and county must go beyond thinking about car access and meet pedestrian and bicycle needs. Developing a multi-modal framework will improve access to destinations while also providing recreational benefits.



## APPROACH

The planning process will have six main components with community input and citizen participation woven into the process. Components of the process include:

- *Part I: Goals and Principles*
- *Part II: Junction City Today*
- *Part III: City Development and Land Use Framework*
- *Part IV: Transportation Framework*
- *Part V: Implementing and Financing the Plan*
- *Part VI: Approval Process*

## PART I: GOALS AND PRINCIPLES

### *Refining a Vision through a Public Input Process*

The 2006-2007 public engagement process for the existing comprehensive plan was thoughtfully done and many of the goals identified in that planning process are still valid. In addition the Community Survey completed in 2012 provides an excellent resource of data on residents hopes and concerns for the community. Rather than repeating much of this work again, we propose a process that will validate relevant goals and articulate a concise set of land use principles. This will be done through the following techniques:

### **1.1 THE JUNCTION CITY & GEARY COUNTY STEERING COMMITTEE**

This broad-based group will meet on a regular basis throughout the process. At the beginning of the process it will be the Committee reviewing and confirming broad goals and community development principles. Regular Steering Committee meetings will ensure timely participation and keep the process on schedule. The meeting schedule will be established at the beginning of the process and provided to all participants at the first meeting.





## 1.2 KEY STAKEHOLDER DISCUSSIONS

A two-day program of stakeholder group discussions, organized by discipline and held at the beginning of the process, provides critical insights that guide the planning process.

## 1.3 STAFF MEETINGS AND CORRESPONDENCE

RDG will host monthly staff meetings between on-site visits with city staff via WebEx to review the plan's progress and upcoming project milestones. Internet-based meetings allow for efficiencies and cost savings to the project.

## 1.4 WEBSITE

We will create a project website that will be the primary method for providing ongoing information to the public. The website will include committee presentations, maps, and plan drafts. Most importantly this includes a link for residents to respond to posted material, meetings, and concepts.

## 1.5 STATEMENT OF GOALS AND DEVELOPMENT PRINCIPLES

This publication will summarize the results of this process, marking a critical milestone in the planning program. This statement, as well as plan goals and objectives, will be reviewed, modified and ultimately approved by the Steering Committee.

Deliverables:

- Proceedings and notes of the process.
- Statement of Goals and Development Principles.
- Assistance with design of all marketing material related to public meetings (fliers, post cards, etc.).

## PART II: JUNCTION CITY TODAY

### *Analyzing Junction City & Geary County's Existing Conditions and Future Growth Possibilities*

This component of the Junction City Plan identifies existing conditions and contexts. This provides the demographic and economic facts and trends that help to define specific plan directions. In order to control cost and recognizing work the city is already undertaking, we propose to use city and county resources as much as possible. Elements of the work program are as follows:



## 2.1 DEMOGRAPHICS AND ECONOMIC SNAPSHOT

This component involves a detailed review of population and economic factors and projections. Much of this work is already being done by the city and we will likely use their existing data and staff to complete this element of the plan. The snapshot should include:

- Review of population change and growth rates over time.
- Analysis of growth and migration trends within the city's core population.
- Evaluation of employment and income analysis.
- Evaluation of economic activity, including retail sales.

## 2.2 HOUSING AND DEVELOPMENT SNAPSHOT AND TRENDS

The majority of the county's new housing growth has occurred in Junction City and despite the troubles in the national housing market Junction City has continued to experience steady construction numbers. The city's challenge will be to absorb the existing lot supply and pay off related infrastructure bonds. The ability to absorb a significant amount of new construction over the next ten years may have some impact on new housing demand in the smaller communities of Milford and Grandview Plaza. Understanding the mix and demand for housing will be essential in identifying long-term land use and housing policies.

# understanding and approach

## 2.3 LAND USE INVENTORY

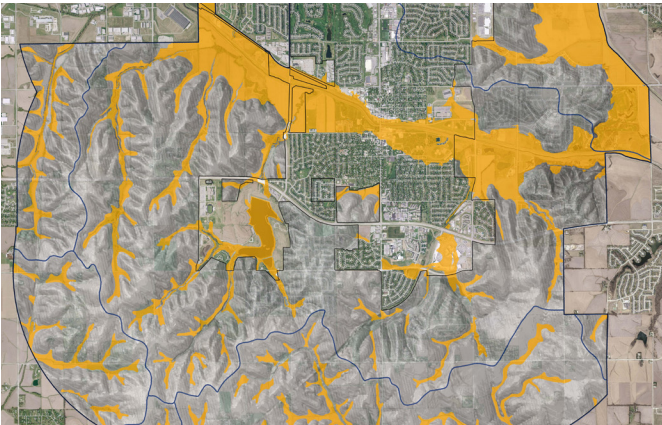
Using the existing data base of land use information that has been collected through the county we will field verify strategic areas and assemble a detailed land use diagram. Any updates will be provided to the county in a GIS format. Proportions of land uses within the city and county will be analyzed to determine trends and future needs.



## 2.4 TRANSPORTATION ISSUES AND CHANGES

This section is a review of the city's transportation system, relative to system performance, support for energy conservation and efficient growth practices. This process will be lead by our team members at Alfred Benesch, a regional leader in transportation engineering and a firm familiar with Geary County's transportation issues. This section will include:

- Compiling existing traffic volumes on major street systems.
- Analyzing and applying existing regional traffic models.
- Defining the existing system by functional category and street section.
- Calculating the existing level of service through volume/capacity analysis.
- Defining and mapping proposed changes in the local and regional system.
- Completing a pedestrian and bicycle compatibility analysis of the city's street network.
- Identifying specific problem areas, including capacity issues, traffic hazards and crash locations, undesirable performance issues (including streets that operate at inappropriately high speeds), and obstacles to non-motorized transportation.



*Environmental Assessment; Papillion, NE*

## 2.5 PUBLIC FACILITY AND INFRASTRUCTURE INVENTORY

A general review of the city's public facilities will be completed to determine future needs specifically related to any site selection or expansion. This review will include the city's park and recreation system, an important aspect of the quality of life. As a city's population grows and expands geographically, expanding the park system will be important to maintaining levels of service. During this stage, greenways and possible trail links will be identified and incorporated into the city's transportation and recreation systems.

A basic analysis of existing infrastructure issues, including wastewater management, stormwater, water distribution, and solid waste systems will be completed. The goal of the review will be to identify opportunities and constraints within the system as they relate to future development.

This element is integrated into the City Development Framework, to

ensure that public-services work is consistent with community development goals and acts as a durable policy guide for the future.

This work will be done in close conjunction with city and county department heads in an effort to control cost.

## 2.6 ENVIRONMENTAL ASSESSMENT

Working with both the city and county, RDG will identify and map important environmental and geographic features in undeveloped areas. These typically include topography, soils, waterbody and stream corridors, wetlands, flooding boundaries and problem areas, and historic places and districts. These features will guide the county land use plan, specifically identifying areas where rural residential development should be avoided.

Deliverables:

- Developing an Opportunities Map for review by the Stakeholder Committee.
- Presenting existing conditions and

# understanding and approach

- Draft of Part II: Junction City Today.

## PART III: THE CITY DEVELOPMENT FRAMEWORK

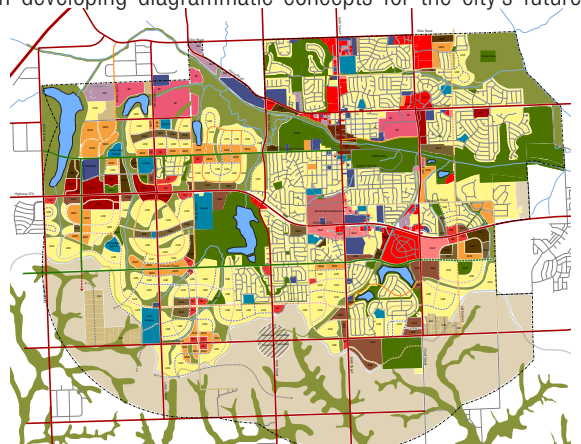
The City Development Framework process uses detailed land use survey, demographic and economic projections developed as part of the Junction City Today phase, community directions established through the Goals and Principles document, the market analysis, and historic and recent land use and development information to determine probable future absorption rates of residential, commercial, industrial, and public land in the city. This information is used to develop a unified Framework Plan for the city and its neighborhoods through a highly participatory process.



### 3.1 CITY DEVELOPMENT FRAMEWORK

The RDG team is recognized in the planning industry for their ability to integrate different trends and development areas into a coherent vision of the city's physical development. This involves looking at the city's development patterns in new ways with an expertise in community-wide and site-specific sustainability for a long-term perspective. We will involve both the Steering Committee and the general public in a highly participatory process to prepare and refine the Development Concept to guide the future development of Junction City and Geary County. This process includes two planning studios:

- *Steering Committee Development Concepting Workshop.* This hands-on, physical-planning workshop will engage the Steering Committee in the design of the future Junction City. Using a variety of maps and graphic resources, we guide the participants in developing diagrammatic concepts for the city's future growth and form, and we can define areas of agreement and difference.
- *City Development Framework Studio.* It will continue to evolve and develop the ideas generated in the Steering Committee Workshop. This studio relates citywide features such as the locations and types of historic districts, environmental features, commercial and mixed-use centers, residential growth areas, industrial development, and physical systems such as transportation, parks and greenways. It will also include an emphasis on strategic areas.



Land Use Plan; Papillion, NE

### 3.2 LAND USE ELEMENT

The land use plan refines the City Development Framework into a Future Land Use Plan. The plan will include:

- *Identification of geographic growth areas, defining the policies and investments necessary to support desired growth in these areas.*
- *Definition of Land Use Redirection and Policy Areas.* This analysis examines planning and land use issues within the established city. Areas of consideration include full use of under-utilized parcels, potential redirection or redevelopment of obsolete land uses, neighborhood stabilization issues, land use conflicts, and areas of special community character and significance.
- *Future Land Use Plan.* The future land use plan will indicate the citywide plan, along with individual plans for the deployment of residential, commercial, industrial/employment center, and mixed-use space. Central to the development of new areas will be the incorporation of data collected in the transportation assessment.
- *Decision-Making Framework.* This framework includes policies and decision-making criteria, designed to help Planning Commission and City Council members evaluate specific development proposals.



Deliverables:

- Draft Development Concept.
- Draft Transportation Concept.
- Draft Park and Recreation Concept.

## PART IV: COMPREHENSIVE PLAN ELEMENTS

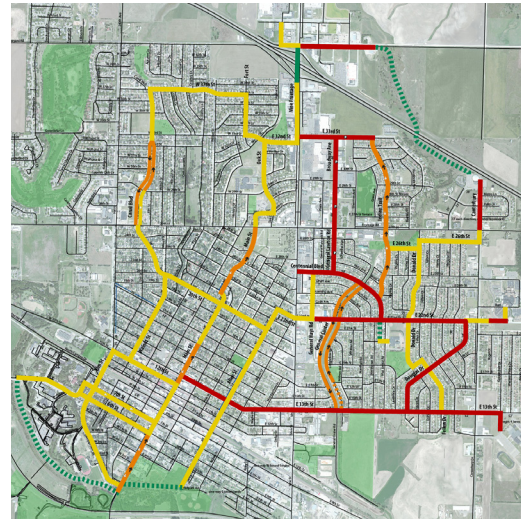
The plan elements section will incorporate concepts and policies that will implement the new community vision and achieve the preferred development concept. These elements detail the systems that implement the overall concept. In the Junction City and Geary County process, the specific plan elements include:

- Balanced Transportation.
- Parks and Trails.
- Community Development.

### 4.1 BALANCED TRANSPORTATION

RDG and Alfred Benesch's comprehensive review of Geary County's transportation system will provide the basis for a balanced transportation plan that integrates all modes of access. We view this as a key formative system that will address the street network and alternative modes, including pedestrian and bicycle mobility. The Balanced Transportation Plan will include:

- Programming necessary improvements to the existing street system to accommodate present and future traffic loads.
- Designing a street system consistent with the City and County Development Framework and providing continuous access to future residential and commercial development areas.
- Establishing standards and concepts for the design of high-quality green streets, conceiving them as public spaces that must unite rather than divide parts of the city.
- A pedestrian and bicycle diagram, considering the location of community destinations and suitability of streets and other public ways for non-motorized use. The pedestrian/bicycle diagram will consider grades and ease of access, and will match street sections to appropriate facilities.
- A public transit potential analysis, using a projection model to forecast potential riders by evaluation area based on demographic characteristics, age, income, employment location, destination density, and other factors. This part of the process will examine potential route scenarios for innovative service models (including route diversion and service routes), consider peak-hour possible commuter routes, and define a potential operating scenario.



*Bike Hays Plan; Hays, KS*

### 4.2 PARKS AND TRAILS

The parks, open space, and recreation plan is a fundamental element of the Junction City Plan. Access to quality recreational facilities, such as Milford Lake, are a traditional element of the quality of life in the city. Over the last decade, expansion of the city's park system has not kept pace with population and housing growth. The city's future ability to sustain a strong public park system and keep up with facility demand



will be vital to its continued attractiveness. New community and neighborhood park needs in developing areas will be considered. This element is designed to plan for present and future park and open-space needs, and to integrate park-system planning into the city's overall development concept. Components of the process include:



- Analysis of park development needs and opportunities, in relation to the city development concept, land use and population projections, environmental resources, and regional open space issues.
- Development of a parks and recreation plan, including:
  - Locations of parks and greenways. Park facility location is related to the city development concept.
  - Facility programs for proposed parks in new and existing areas.
  - Facility rehabilitation and upgrade program for existing park facilities.
  - Recommendations for park facility funding.
  - Trail and pedestrian system, coordinated with the transportation plan. This plan identified priorities for new trail construction and will be updated with current information. The trail plan will be provided at a preliminary conceptual level of detail.

### 4.3 COMMUNITY DEVELOPMENT

This component considers housing and neighborhood issues in Junction City, and establishes an implementation-based housing and neighborhood conservation policy. This process will include:

- *Review of recent and current housing activity*, using information gathered during the Land Use Inventory, including a general inventory of vacant residential structures. Of particular significance is the distribution of housing styles, prices and permit values in new developments.
- *Neighborhood Conditions*. Generally, Junction City's older neighborhoods are in good condition. This section will identify a set of policies that will preserve the integrity of these neighborhoods, related to overall housing types, densities, and condition, site maintenance issues, streets, infrastructure, and physical design and appearance. We also understand the unique housing issues that Fort Riley creates and have extensive experience addressing these types of issues in places such as Bellevue, Nebraska and Knob Noster and Warrensburg, Missouri.
- *Housing Needs by Cost Structure*. This will establish overall city housing objectives and needs by cost distribution and type.

## PART V. IMPLEMENTING THE PLAN

This section addresses issues necessary to achieving the plan. It includes the annexation section, a review of the city's development ordinances as they relate to elements proposed by the land use plan, and capital improvement programming and financing issues.

### 5.1 IMPLEMENTATION SCHEDULE

During this step, we will assemble a concise summary of the recommendations made in the plan identifying the type of recommendation and general time frame for implementation. This summary can then be related back to the city's capital improvement plan, specifically regarding phased, long-range capital improvements.

### 5.2 ANNEXATION POLICIES

This section of the Implementation Plan outlines policies for evaluating areas for annexation.

### 5.3 FINANCING & SUPPORT

This section addresses potential funding sources to implement proposals contained within the plan.

### PART VI. APPROVAL PROCESS

The public presentation process culminates the planning program and is designed to build understanding and enthusiasm for the plan and its vision and directions. The process includes:

- Public Open House.
- Planning Commission and City Council Workshop.

Deliverables:

- Copy of boards for display from public open house.
- Digital copy of the plan. RDG will coordinate copies.
- One hard copy of the plan.
- Powerpoint presentation to city staff for public hearings and other community organizations.

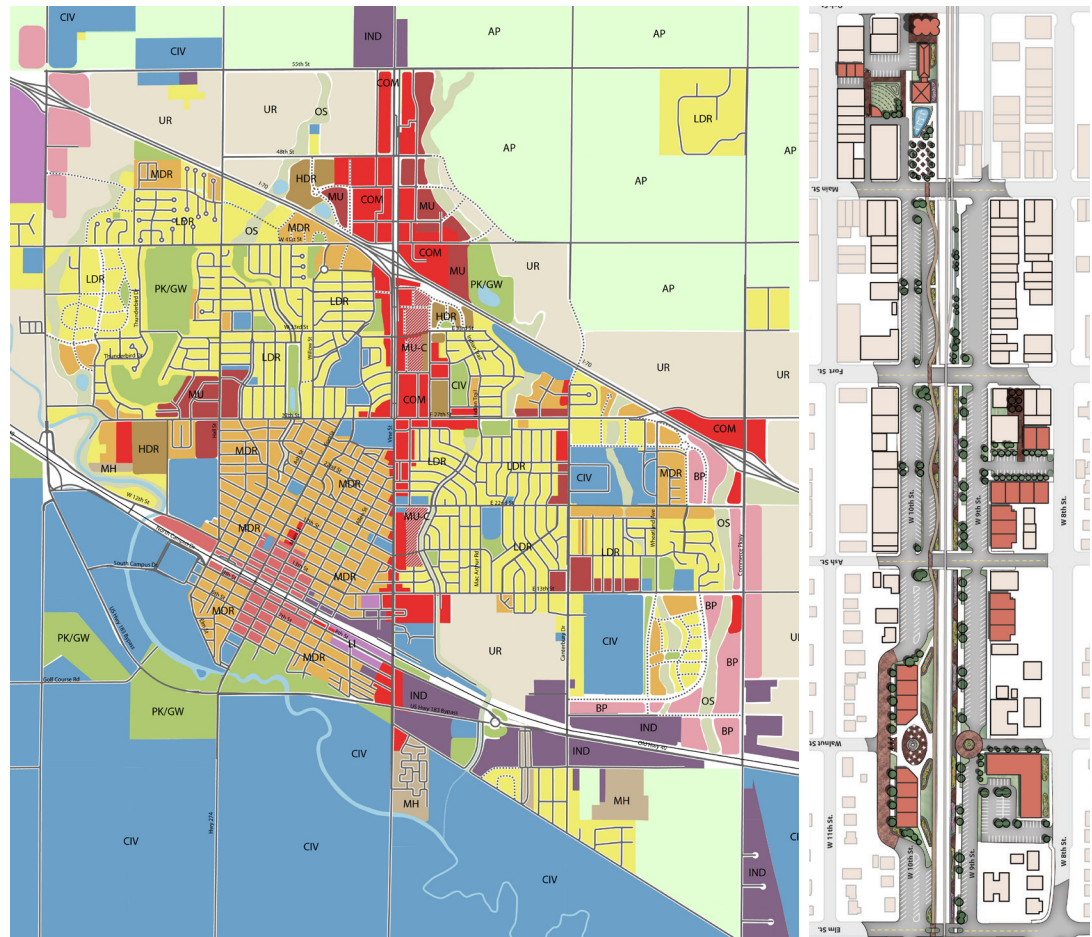






**PROFILE:**

## community & regional planning



### Ellis County & Hays Comprehensive Plan

#### Hays, Kansas

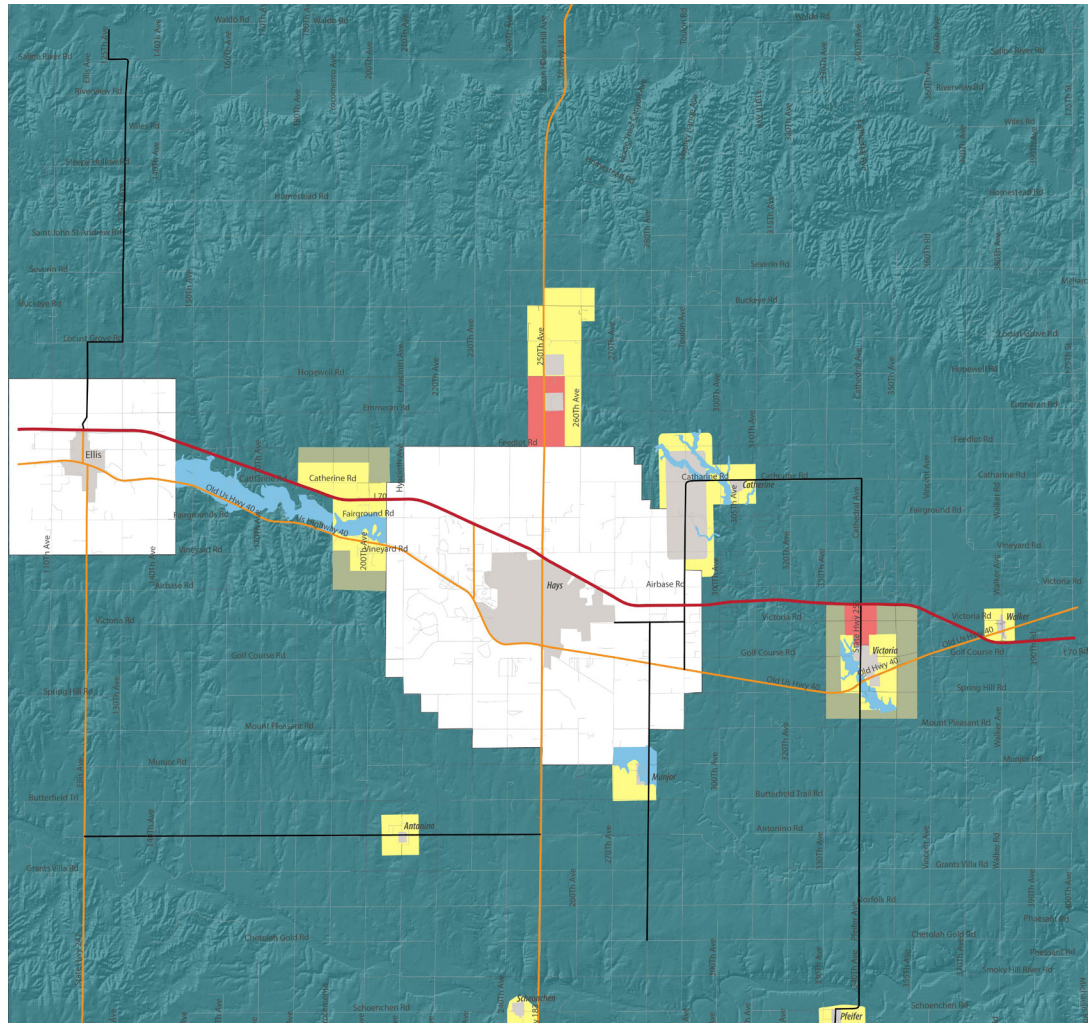
While many parts of the United States have struggled through the downturn in the economy, Hays, Kansas and Ellis County have continued to thrive in the past ten years. The region's strong economy has relied on a diverse base of agriculture, oil, and education. As the largest oil producing county in Kansas, Ellis County has seen expanded operations and explored new opportunities in the energy market, including wind energy. Home to Fort Hays State University, the City of Hays has continued to attract bright young talent from across the region. The potential for continued growth in energy and education have created both great opportunities and challenges for the city and county.

The planning included an extensive public participation process that identified key focus areas. During community driven design workshops an overall land use framework was developed, and more detailed concepts for the Interstate 70 gateways into the city were developed. Overwhelmingly, residents expressed a desire for improved pedestrian and bicycle access. As an essential issue to be addressed in the planning process, RDG has worked with the city to develop a detailed plan that is cost effective and easy to implement. Hays residents also identified strategic areas of importance, that were further detailed in area plans that identified land use redirections, new housing, and improved circulation.



## Hays Comprehensive Plan

Hays, Kansas



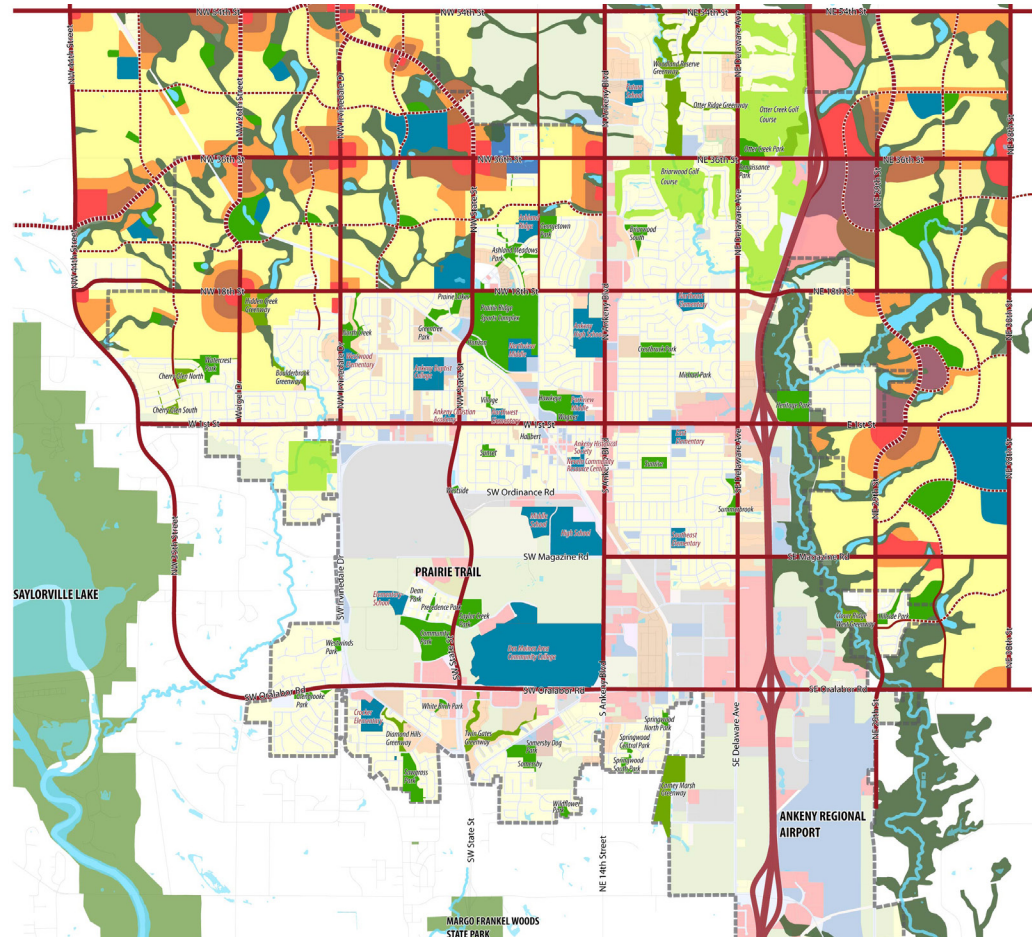
The County Plan focused on the balance between demand for rural residential living and operation of the county's agricultural economy. Areas for new residential development were clearly defined based on existing services and environmental restraints.

**CONTACT:** Paul Briseno  
Assistant City Manager  
(785) 628-7320  
pbriseno@haysusa.com



PROFILE:

community & regional planning



2011 Daniel Burnham  
Award for Best  
Comprehensive Plan,  
Iowa APA

## Ankeny Comprehensive Plan

Ankeny, Iowa

Ankeny is a strong, rapidly expanding community within the Des Moines area. In 2002, a focus group process indicated that Ankeny residents do not want their community to emerge as a typical “suburb” with traffic congestion and monotonous, disconnected housing tracts. With this in mind, the comprehensive plan focused on implementing several innovative, yet realistic means of shaping future land use patterns in the city. A major theme of the plan is ensuring that residential growth occurs in the context of neighborhoods, which include parks, schools, and neighborhood retail uses within walking distance of homes.

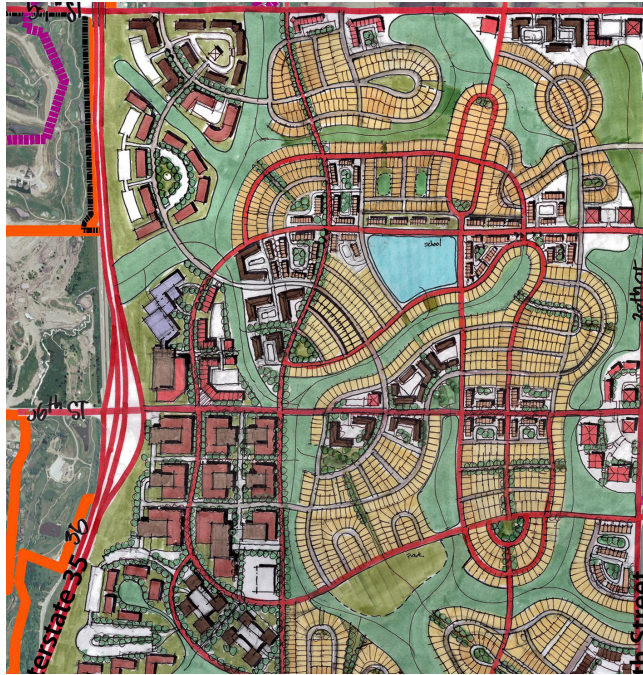
The Ankeny Plan also addresses the use of major streets as not only conduits for vehicular traffic, but also important public spaces with amenities for pedestrians and bicyclists, in addition to aesthetic improvements. The city’s rapid growth necessitated an update. RDG was once again retained and added a special emphasis on stormwater management and neighborhoods.



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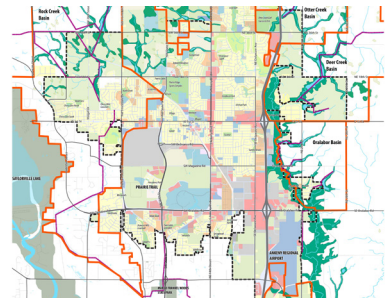
## Ankeny Comprehensive Plan

Ankeny, Iowa



*"The 2010 Ankeny Comprehensive Plan exceeded our expectations. It complements the community vision and incorporates the City's recent planning efforts. It provides clear direction to manage growth and shape patterns in land use, housing parks, transportation, infrastructure, and rainwater management. The document format, use of graphic, maps and photos provide us a document that is understandable to our citizens... As a result, we have a document that is more than a plan – it is a workbook for the community."*

– Dan Fliger (Planning & Zoning Commission)



**SCHEDULE:** Completion Date: Original Plan 2002 Update: 2010

**AWARDS:** 2011 Iowa Chapter of the APA Daniel Burnham Award for a Comprehensive Plan

<b>PARTICIPANTS:</b>	Planner:	RDG Planning & Design	Reference:	John Peterson, AICP Planning Director City of Ankeny 410 W. 1st Street Ankeny, IA 50021 515-963-3550 jpeterson@ankenyiowa.gov
	Gary Lozano			
	Martin Shukert			
	Laura Kessel			
	Doug Adamson			
	Cory Scott			

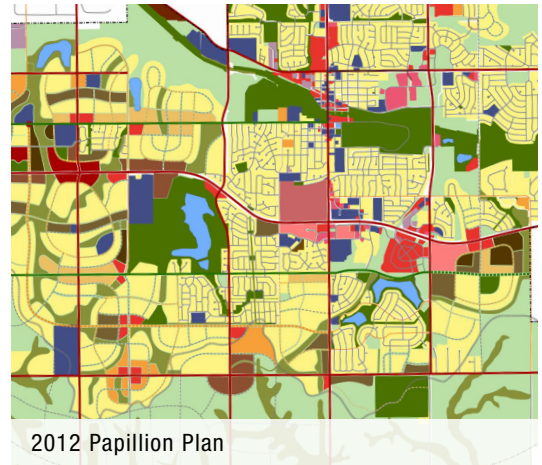


PROFILE:

## community & regional planning



2012 Papillion Downtown Plaza



2012 Papillion Plan

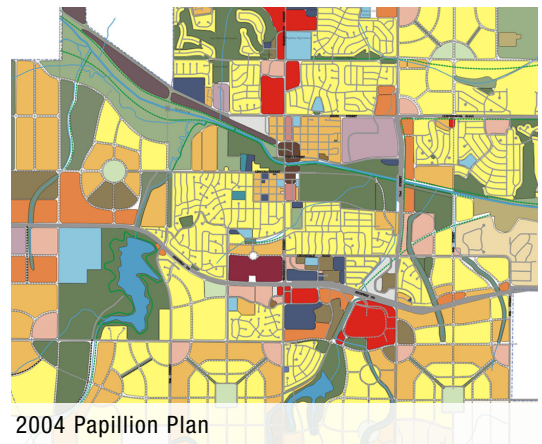
### Papillion Comprehensive Plan

#### Papillion, Nebraska

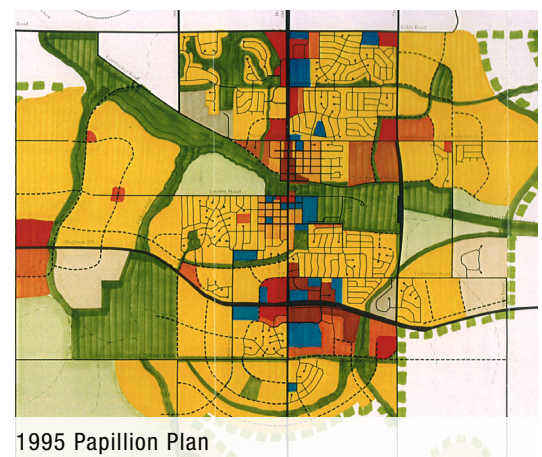
RDG has had the pleasure of working with the city of Papillion since the early 1990s. This growing community in the Omaha metropolitan area has been recognized by Money Magazine as one of the Great Places to Live three times in the last six years. They have placed a high importance on planning and remaining a unified community since the 1990s when we completed their first comprehensive plan. Over the years, we have assisted them in the development of a new zoning ordinance, two parks master plans, a downtown revitalization project, and their current Comprehensive Plan update.

Over the years it has been exciting to bring our evolving and expanding knowledge of planning processes and best practices that we have learned from across the country to Papillion. The 1995 Papillion Comprehensive Plan was built on a “Green Ribbon” unifying five existing and developing villages. During the late 1990s and early 2000s, Papillion experienced a significant surge in growth, adding more than 400 units annually at the peak. The growth emphasized the need to create new strong neighborhoods that still felt connected to the historic village of Papillion. Major plan concepts in the 2004 Plan included creation of neighborhood units integrating schools, neighborhood parks, residential areas, and commercial centers in a complete, connected environment. The neighborhood unit concept encompasses a mixture of housing choices surrounding a central school/park site with commercial nodes along bordering arterials.

As RDG is working to complete a 2012 update of the Papillion Plan, we have once again evolved our process. To expand public engagement, we have teamed with MindMixer for an online town hall where hundreds of ideas and comments have been posted throughout the previous year. The comments have been positive and reinforced to elected leaders the priority that residents put on quality of life. The land use concept has also evolved. Still encompassing the concept of interconnected and balanced neighborhoods, RDG completed an extensive environmental analysis of the city's jurisdiction. Incorporating ridge lines in the transportation system and drainageways as connecting corridors, neighborhoods are linked together by beautiful vistas and lush valleys.



2004 Papillion Plan



1995 Papillion Plan



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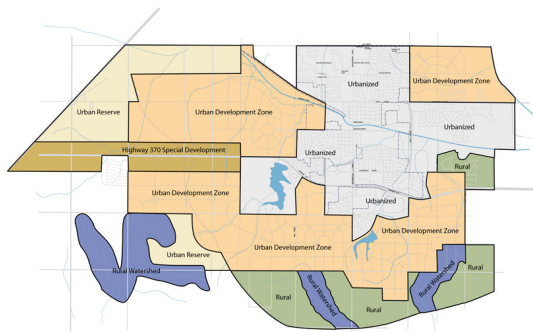
community & regional planning

## The Papillion Plan

Papillion, Nebraska



2011 Papillion Parks Master Plan - Municipal Plaza



### CONTACT:

Mark Stursma  
City of Papillion  
Planning Director  
122 E. Third St.  
Papillion, NE 68046  
402.597.2027  
mstursma@papillion.org

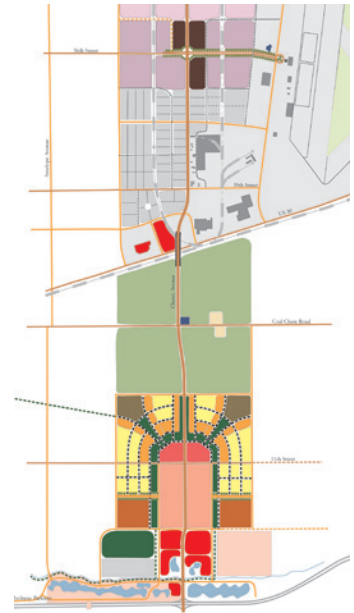
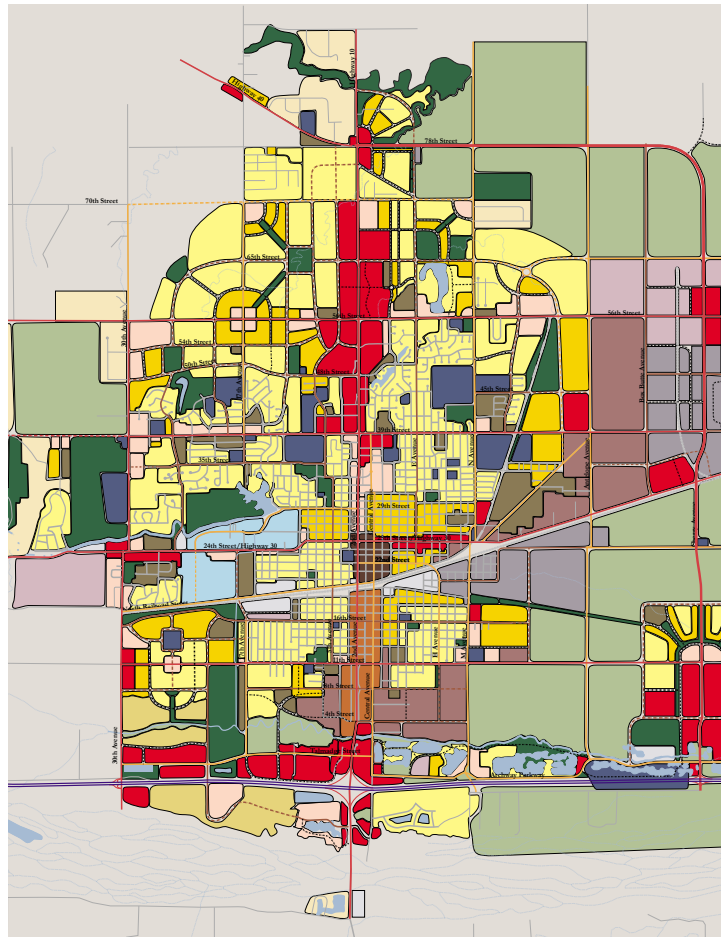


2012 Downtown Papillion Plan



PROFILE:

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**Kearney Comprehensive Plan**

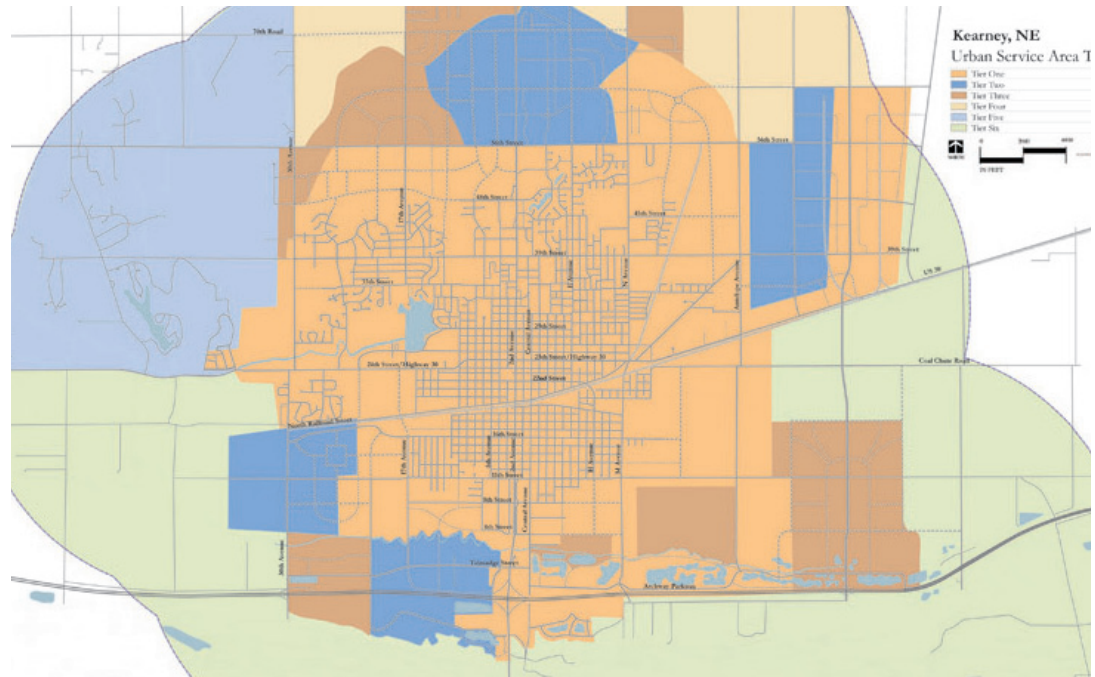
Kearney, Nebraska

The City of Kearney and RDG have enjoyed a long relationship resulting in one of the state's most far-ranging and innovative planning programs. The original Kearney Plan, adopted in 1997, provided a clear blueprint both for a land-use design of the city and for public investments necessary to support the concept. The plan formed the basis for programming a new I-80 interchange and locating new overpasses over the Union Pacific main line. Rapid city growth led to a 2003 plan update, including (1) a neighborhood unit concept for new urban growth areas, (2) phased infrastructure extensions, and (3) interim low-density residential development in a new watershed next to the city's primary growth area.

The Kearney comprehensive planning program has included specific area plans, such as (1) the Kearney Gateway Plan, a program of public investments and marketing strategies for the city's main entrance corridors from Interstate 80 to and including the downtown district; (2) the Interstate Corridor Specific Plan, providing a detailed land-use concept and performance-based zoning overlay for the Interstate 80 corridor between the 2nd Avenue interchange and the Great Platte River Archway Monument; and (3) the Platte Corridor and East Bypass Corridor Specific Plans.

## Kearney Comprehensive Plan

Kearney, Nebraska



The Kearney process also included an innovative Unified Development Ordinance, adopted in 2002. The UDO was developed through a participatory process that included a range of groups in a collaborative advisory committee. It was approved with broad support, ranging from developers to neighborhood organizations. The ordinance adopted new, predictable landscape and design standards; created a mechanism for regulating multi-family conversions, which was published in *Western Planner* magazine, and implemented subdivision concepts for the urban edge just beyond the reach of the existing urban service area.

**SCHEDULE:** Completion Date: 2002

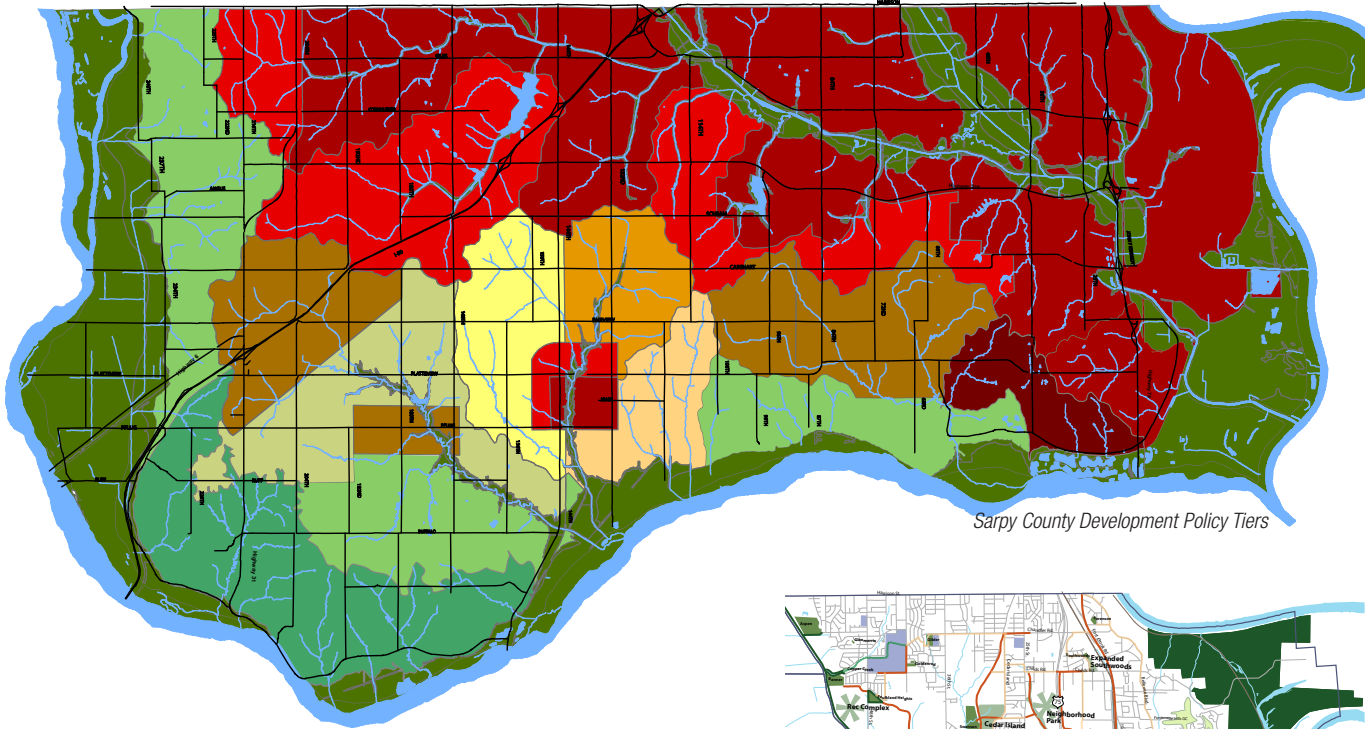
**PARTICIPANTS:**

Planner:	RDG Planning & Design	Reference:	Lance Lang, Planning Director City of Kearney 18 East 22nd Street PO Box 1180 Kearney, NE 68848-1180 308-233-3215a
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**PROFILE:**

## community & regional planning



### City of Bellevue & Sarpy County Sarpy County, Nebraska

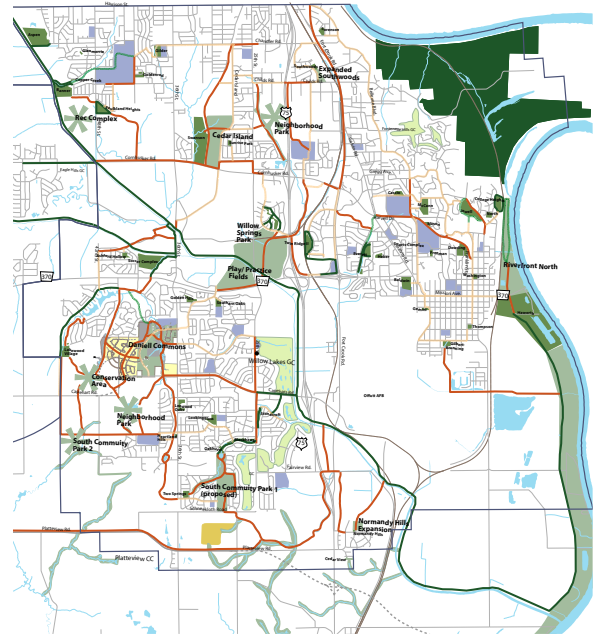
Over the years RDG has had the pleasure of working with the City of Bellevue, home to Offutt AirForce Base, and Sarpy County. Our work has included:

**The Bellevue Futures Plan.** The Bellevue Future Plan, developed with the Bellevue Chamber of Commerce and published in 2002, provides a comprehensive community agenda for this growing Nebraska city. The process identified numerous strategic issues and an action agenda that guided the city for nearly ten years.

**The Bellevue Parks Master Plan.** The Bellevue Parks Master Plan is an ambitious program designed to unite a fast growing city divided by both natural and man-made barriers. The plan proposes a network of trails, greenways, and new parks to assure a high level of service for all parts of the community.

**American Heroes Park Master Plan.** RDG completed a plan for the orderly and cost effective redevelopment of a former electrical power plant into a signature river side park. The Plan created a small lake that stars as the central unifying feature of a largely passive and impressive park.

**Sarpy County Comprehensive Plan.** Sarpy County, located just south of the City of Omaha, is the state's fastest growing county, with growth likely to accelerate as Douglas County to the north achieves full build-out of easily developable land. The planning process used a McHargian analysis to define environmental constraints, and considered the study area on an individual drainage basin basis, examining the relationship between feasible extension of municipal services and demonstrated market demand.



*Bellevue Parks Master Plan*

**REFERENCE:**

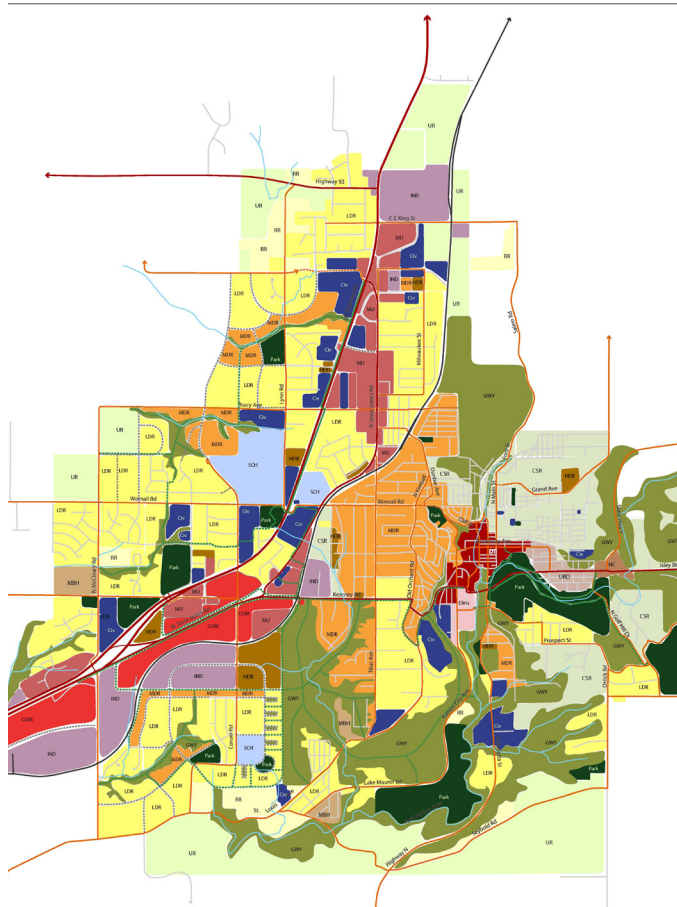
Mark Wayne  
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1210 Golden Gate Drive  
Papillion, NE 68046  
markw@sarpy.com  
402.593.2347





**PROFILE:**

## community & regional planning



### Excelsior Springs Comprehensive Plan

Excelsior Springs, Missouri

Excelsior Springs is a community of 12,000 just 30 minutes from Kansas City and has a rich history as a resort community, growing in the late 1880s from the healing mineral waters in the area. This history, combined with the city's unique physical features, creates both opportunities and challenge. Past development patterns and challenging topography tended to divide the city into isolated sections. The community plan for Excelsior Springs is built on the city's physical, architectural, and historical features and knits them together into a community network that permeates the town.

The city's growth program has clear objectives, based on smart growth principles that will help decision makers guide growth in a way that will ultimately build a unified and fully healthy community. The plan included a detailed strategy for the historic downtown and struggling residential areas surrounding the downtown. The plan, and planning process, also assisted the city in coming to agreement on a site for a future community center, an issue that had divided the community members for a number of years.

more . . .

## Excelsior Springs Comprehensive Plan

Excelsior Springs, Missouri



*Proposed Concept for Excelsior Street*



*New development of Excelsior Street nearing completion*

**SCHEDULE:** Completion Date: 2009

**PARTICIPANTS:**

Planner:

RDG Planning & Design

Reference:

David Haugland  
City Manager  
201 East Broadway  
Excelsior Springs, MO  
64024  
816-630-9995





**PROFILE:** campus & building master planning



**Nebraska Army National Guard Real Property Development Plan**  
State of Nebraska

RDG was selected as the planning team to complete the Real Property Development Plan with the directive to complete an assessment of 27 communities and three training sites across the State of Nebraska, and to develop a facilities master plan that resulted in a need for more than \$225M of investment in facilities.

The initial step in the process was to meet with the Army National Guard (ARNG) leadership to develop a Vision Statement that would guide the process. Understanding the dynamics of change in population, demographics and community character, and the influence on recruiting and facility needs, became a foundation for the process. This information overlaid with the National Guard mission drove the vision. Key planning drivers emerged as: Community Context, Recruiting/Retention, Mission/Training and Existing Facilities.

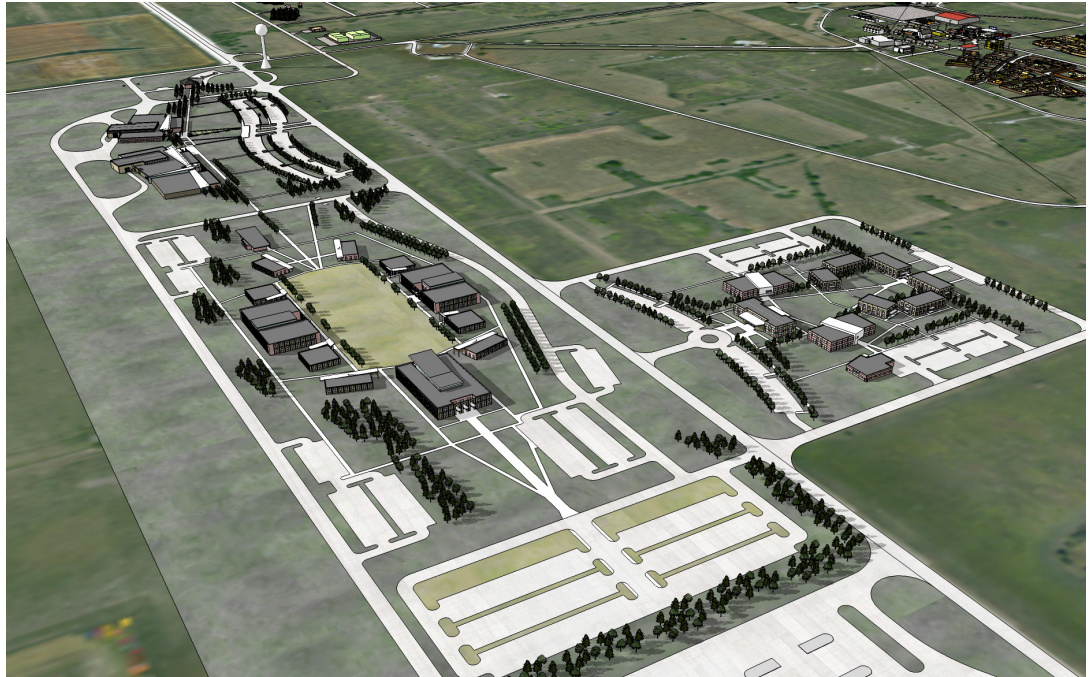
Over 4,400 individual facilities were assessed across the state. Part of the scope of services was to organize and streamline the ARNG GIS database for each community and site. Each site, whether it be an armory, Readiness Center, Maintenance Facility or Training Site, was evaluated as to its capacity to meet the vision and mission of the ARNG. Master Plan recommendations included disposal, demolition, renovation, addition or new construction at each of the 35 individual installations across the state.

Creatively influencing life for the better through purpose driven design.

more . . .

## Real Property Development Plan

State of Nebraska



Elements of the ARNG Real Property Development Plan included housing, education, fitness and socialization space. An Integrated Construction Phasing Plan provided total cost estimates associated with each project of the nearly 100 projects identified, as well as tying cost projections to fiscal year budgeting and identifying funding sources. The funding sources included State, Federal and various other resources. The ultimate product for the ARNG was comprised of a four volume document with an associated DVD that included an interactive document that allowed the ARNG to update facility assessment on a real time basis, as well as update the Integrated Construction Phasing Plan to allow real time response to leadership requests for information.

Three-dimensional site fly arounds were created to realistically experience the campus design.

**CONTRACT:** Long Range Planning

**SCHEDULE:** Completed May 2010

**AREA:** Various Army National Guard Sites across the State of Nebraska

**PARTICIPANTS:**

Architect:  
Structural:  
MEP & Fire Protection

RDG Planning & Design  
Performance Engineering  
Farris Engineering

**Reference:**

Nebraska Army National  
Guard  
COL Timothy Zegers  
1234 Military Road  
Lincoln, NE 68508  
402-309-7450



## EXPERIENCE

### Comprehensive Community Housing Plans

These projects included a complete and detailed analysis of housing markets, demographics, conditions, and economic factors in each community. They included analysis of individual sites and development of a detailed housing policy strategy for each town. Marty Shukert was the project lead on all of these projects, while Amy Haase provided data analysis and assistance with development of final plans.

- **Keya Paha, Brown, and Rock County Housing Study**  
The KBR Housing Study is an assessment and strategy plan for housing in the communities of Keaya Paha, Brown, and Rock County. Like many rural areas these communities struggle with quality affordable housing and incentive for new construction.
- **Wayne Community Housing Needs Assessment**  
A Housing Assessment and Strategy Plan focused on ways to expand workforce housing and improve rental housing options.
- **The Plattsmouth Housing Needs Assessment**  
A Housing Assessment and Strategy Plan for Plattsmouth, Nebraska, that focused on ways to improve housing quality and encourage unique residential options.
- **The Schuyler Housing Needs Assessment**  
A Housing Assessment and Strategy Plan for Schuyler, Nebraska that focused on suppressed housing values in the face of significant demand.
- **The Nebraska City Housing Needs Assessment**  
Nebraska City, Nebraska
- **McPherson County Housing Needs Assessment Study**  
A Housing Assessment and Strategy Plan for McPherson County, Kansas, including Canton, Galva, Inman, Lindsborg, Marquette, McPherson, and Moundridge, Kansas
- **The Ames/Story County Housing Needs Assessment Study**  
A Housing Assessment and Strategy Plan for Ames and Story County, Iowa. This study was featured in the Planning Advisory Service Report, *Regional Approaches to Affordable Housing*, 2003.
- **The South Panhandle Housing Plan**  
A Regional Housing Plan for Seven Towns in Nebraska
- **The HLV Housing Plan**  
A Housing Plan for Hartwick, Ladora, and Victor, Iowa
- **Sioux City Metropolitan Area**  
Comprehensive Housing Affordability Study (CHAS) for the Siouxland Area
- **Twin Cities Housing Plan**  
A Housing Plan for the Scottsbluff-Gering-Terrytown region
- **Housing Columbus**  
A Residential Strategy for Columbus, Nebraska
- **Housing Marshalltown**  
Marshalltown, Iowa
- **The Iowa Falls Housing Plan**  
A Comprehensive Housing Plan for Iowa Falls, Iowa
- **Salina Housing Plan**  
An Assessment of Low-Income Housing Needs in Salina, Kansas

#### Raytown Community Housing Assessment, 2002

"Several years ago, we were able to bring in Marty Shukert to assist us with developing a community housing assessment and policy tools. The results of this effort were nothing less than amazing. Some would say "miraculous". After seeing no new residential projects of any consequence for over 30 years, we have now seen the successful development of over 200 new residential sites. These projects have seen little opposition due to the guidance supplied by the housing assessment.

The community felt very secure as we were working through the process with Mr. Shukert. We were able to bring dozens of individuals to the table who had rarely participated previously. Mr. Shukert demonstrated respect for everyone's time, and also demonstrated immediate understanding of the issues raised."

Tim Truesdale  
Community Development  
Director  
City of Raytown, Missouri



## Community Housing Assessment Team (CHAT) Studies

These projects are completed through a special program developed by Black Hills Energy, a multi-state electrical and gas utility company, in cooperation with communities within the company's natural gas service area. They include an intensive study of the housing and community development needs of individual communities or regions, and feature on-site preparation of the plan. These housing plans are completed on a very compressed schedule, producing a mini-market analysis, strategic assessment, and housing strategy within a three-day period. The program has proven extremely popular and has comprised an important part of our housing planning activity.

We have completed CHAT housing studies in the following communities, organized by state:

### Kansas

Caldwell  
DeSoto  
Dodge City  
Edwards County  
Finney County and Garden City  
Ford County  
Great Bend  
Hugoton  
Kit Carson County  
Liberal  
Lawrence  
Meade County  
Scott County  
Wichita County

### Minnesota

Lake City  
Windom  
Steele County  
Root River Valley: Houston, Rushford, Rushford  
Village, Peterson  
Pine County  
Ada  
Bemidji  
Clearwater County  
Appleton  
Zumbrota  
Cannon Falls  
Roseau  
Warroad  
Plainview  
Dodge County  
Mabel-Canton-Spring Grove  
Wells  
Wadena  
Proctor  
Becker County

### Iowa

Bellevue  
Estherville  
Forest City  
Kit Carson County

Lake Mills  
Maquoketa  
Newton  
Onawa  
Spirit Lake  
Story City  
Waukon

### Nebraska

Blair  
Fairbury and Jefferson  
County  
Bellevue

### Missouri

Blue Springs  
Knob Noster  
Trenton  
Warrensburg  
Sedalia  
Lexington  
Raytown  
Belton  
Rolla  
Clinton  
Concordia  
Lee's Summit  
Maryville  
Liberty  
Saint Joseph

### Michigan

Grand Haven, Spring Lake, and Ferrysburg  
Bedford Township  
Hillsdale County  
St. Joseph County

### Colorado

Woodland Park  
Crowley County  
Kit Carson County



*Miami Heights*

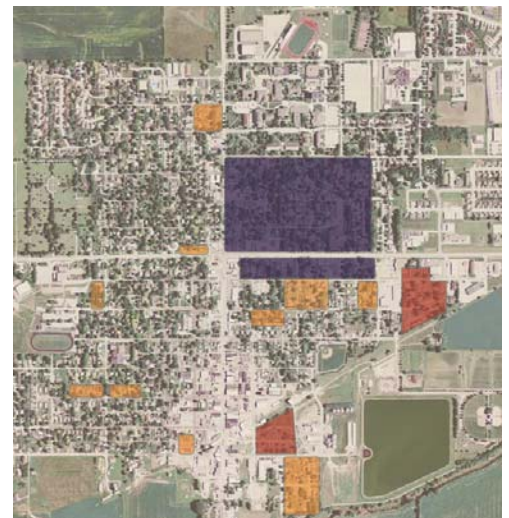
## Special Housing Plans and Studies

These projects include special housing studies or design plans for specific projects. Some examples include:

- **Downtown Norfolk Housing Study**  
**Norfolk, Nebraska**  
A comprehensive market analysis and redevelopment plan for Downtown Norfolk.
- **Wintergreen Area Plan**  
**Omaha, Nebraska**  
A project design and financing and implementation program for a major neighborhood housing redevelopment project in North Omaha.
- **McKinley Commons**  
**Great Bend, Kansas**  
A project design and comprehensive development program for an innovative subdivision developed by a consortium of community interests in Great Bend.
- **Northeast Kansas City, Kansas Land Use and Development Plan**  
**Kansas City, Kansas**  
An urban design and land use plan for a major redevelopment area in Kansas City, including the redevelopment of the Juniper Gardens public housing project.
- **A Place Downtown: A Downtown Housing Plan**  
**Lincoln, Nebraska**  
A comprehensive market study and development program for housing development in Downtown Lincoln.
- **HOPE at Western and Orleans Apartments**  
**Grand Island, Nebraska**  
Comprehensive project design, market survey, conceptual plan, and HUD grant application for conversion of two, 24-unit public housing developments to home ownership under HUD's HOPE program.
- **Gateways of Opportunity:**  
**A Strategic Plan for the Omaha Housing Authority**  
**Omaha, Nebraska**  
A five year assessment of facilities, establishment of goals, and strategic plan for Nebraska's largest housing authority. Other consulting for the Omaha Housing Authority has included the Restore 2 neighborhood development plan for North Omaha, the Youth Leadership Center concept plan and design, and the OHA Homeownership Transition Program.
- **Sioux City Highlands Market Study**  
**Sioux City, Iowa**  
A detailed market analysis of the Highlands, a 100-acre site proposed for residential development in western Sioux City, Iowa. The study examined housing needs and dynamics, price ranges for proposed housing, and financing and implementation programs.
- **East Portal Village**  
**Scottsbluff, Nebraska**  
A goals and priority study and site design for an eight-acre site in the eastern part of Scottsbluff. The project involved a community-based process to define development goals.
- **Miami Heights**  
**Omaha, Nebraska**  
A project design and financing and implementation program for a major neighborhood housing development project in North Omaha.



*Downtown Norfolk Housing Study*



*Wayne Housing Study*

- **Morningside Point**  
A master plan for a unique urban development on an 80-acre site southeast of Luther and Morningside Roads, developed for a consortium of local builders and developers.
- **Stephen Center , Open Door Mission and Siena Francis House Homeless Shelter Market Studies, Omaha, Nebraska**  
These studies provided analysis of the homeless populations in Omaha to determine demand for additional services and facilities. The demand models used in these studies provided the quantitative analysis necessary to secure additional funding for facility expansion.

## Senior and Retirement Housing

These studies include a detailed concentration on the market needs for retirement and senior housing in communities. This has emerged as a significant market niche in many towns, and is often an effective strategy to address affordable housing needs as well. Senior housing studies have included:

- Wayne, Nebraska
- Yankton, South Dakota
- Lake City, Iowa
- Cambridge, Nebraska
- Fairbury, Nebraska
- Alma, Nebraska
- Colby, Kansas
- Stromsburg, Nebraska
- Benkelman, Nebraska
- Trinity Lutheran Church/Immanuel Health Systems, Papillion, Nebraska

RDG is also a national leader in the design of senior housing and retirement center projects. RDG projects include some of the largest continuing care retirement centers in the United States. A few examples of RDG retirement projects include:

- **Shell Point Village**  
Fort Myers, Florida
- **Oak Hammock at the University of Florida**  
Gainesville, Florida
- **Glenridge on Palmer Ranch**  
Sarasota, Florida
- **Brandon Wilde**  
Augusta, Georgia
- **Carlyle Place**  
Macon, Georgia
- **Spring Harbor at Green Island**  
Columbus, Georgia
- **St. Ann's Retirement Center**  
Oklahoma City, Oklahoma
- **Invernes Village**  
Tulsa, Oklahoma

A Housing Assessment and Strategy Plan for Schuyler, 2006

"Schuyler's Housing Assessment Study is the foundation upon which current successes are being constructed. It's the compass, floor plan and playbook that continues to open new doors of opportunity. A sincere "thank you" to RDG Planning & Design for helping my community in 'building our future'."

Kem Cavanah, Economic Development Coordinator  
Schuyler NE



## REFERENCES

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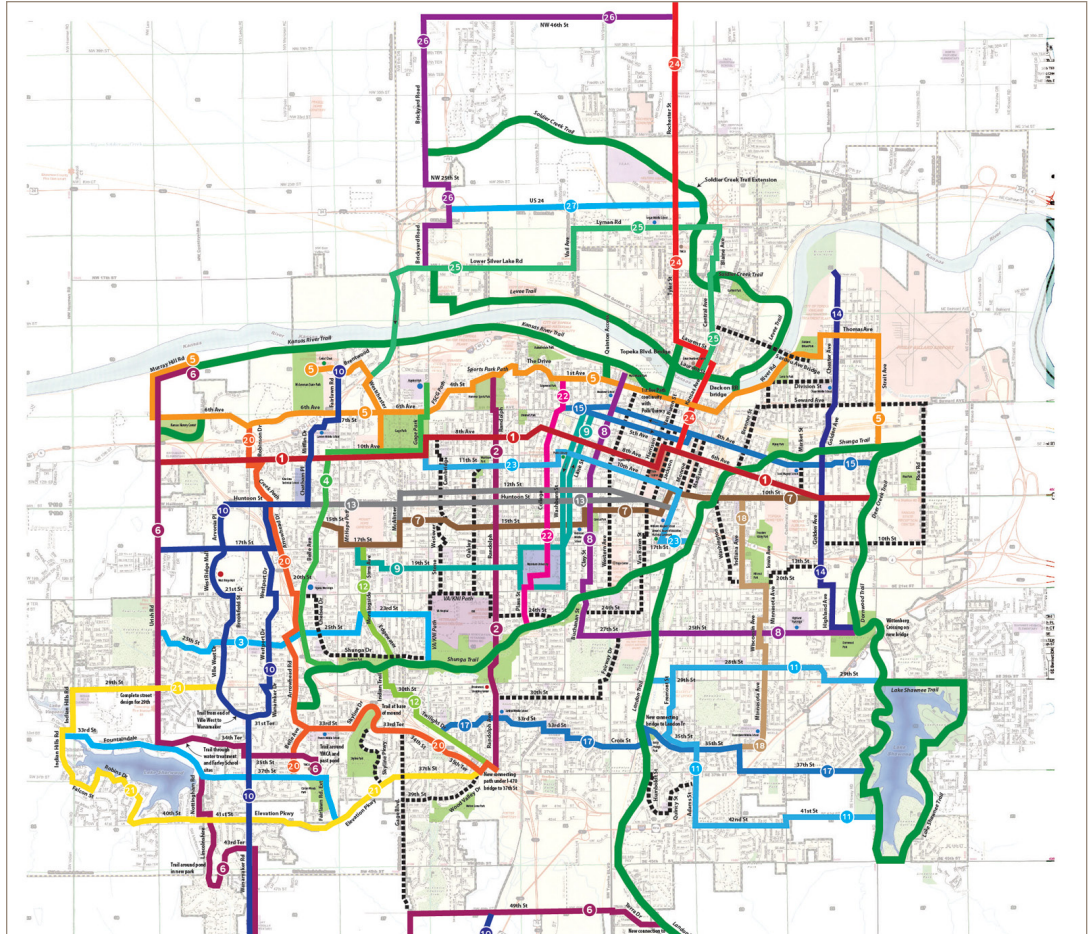
Kem Cavanah  
Schuyler Economic Development Director  
1103 B Street  
Schuyler, NE 68661  
402.352.3101

Ted Simpson  
Nebraska Investment Finance Authority  
1623 Farnam Street  
Omaha, NE 68102  
402.898.2503

Vanessa Baker-Latimer  
Housing Coordinator  
City of Ames  
515 Clark Avenue  
Ames, IA 50010  
515. 239.5271

James Thele  
Assistant Planning Director  
City of Omaha  
1819 Farnam Street  
Omaha, NE 68183  
402.444.5206

Contact information can be provided for any of the projects identified in the previous pages.



## Topeka Bikeway Master Plan

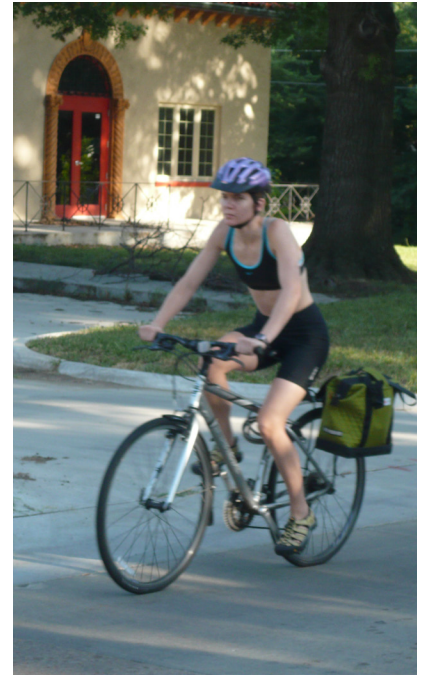
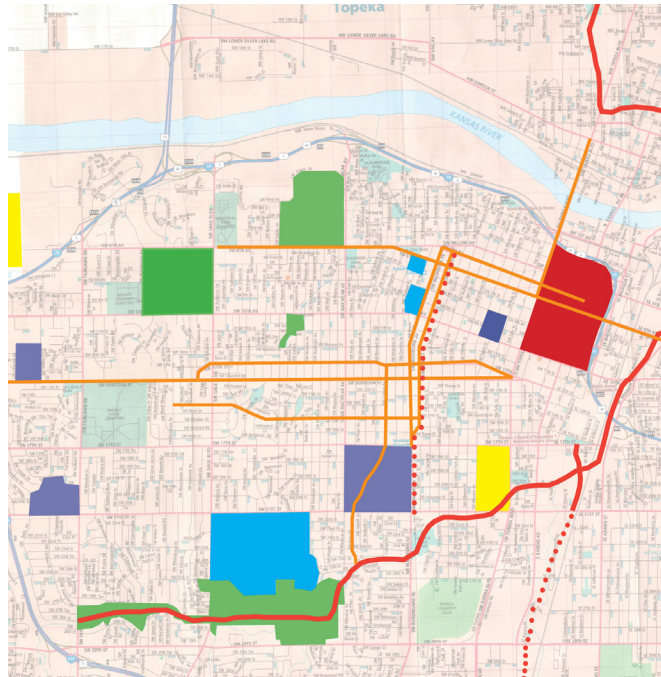
Topeka, Kansas

The Topeka Bikeway Master Plan incorporates bicycle transportation into Topeka's overall access network. While the plan addresses trails and other off-road pathways, its focus is a destination-based system largely utilizing and adapting city streets to create a functional, bicycle-friendly environment. The planning process was designed to maximize local expertise and community participation. To help gain public interest, a survey was conducted, attracting over 1,000 responses, that asked participants to evaluate their needs as system users and to rate their level of comfort with various bicycling environments.

A unique part of the planning process was the program of four, two-day quadrant charrettes, each including two public workshops, to investigate links and develop concepts focused on both local areas and overall city relationships. We also believe that developing such a plan requires an intimate familiarity with the fabric and streets of Topeka. To this end, we explored over 500 miles of candidate streets, taking measurements and evaluating the suitability of various routes.

more . . .

## Topeka Bikeway Master Plan



**SCHEDULE:** Completion Date: 2011

<b>PARTICIPANTS:</b>	Planner:	RDG Planning & Design	Reference:	Carlton Scroggins, AICP Topeka KS Planning Department 620 SE Madison Topeka, KS 66607 785-368-3728 cscroggins@topeka.org
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## representative planning projects

### Comprehensive Plans

Ankeny, IA	Excelsior Springs, MO	Lincoln, NE	Peru, NE
Altoona, IA		Madison County, NE	Plattsmouth, NE
Atlantic, IA	Fort Calhoun, NE	Manchester, IA	Polk City, IA
Atkinson, NE	Fremont, NE		Ralston, NE
Beatrice, NE	Gillette, WY	Marion, IA	Ravenna, NE
Benedict, NE	Glenwood, IA	Maryville, MO*	
Bradshaw, NE	Gothenburg, NE	Mason City, IA	Red Cloud, NE
Brownville, NE	Gretna, NE	Mills County, IA	Sargent, NE
Carlisle, IA	Grimes, IA	Monticello, IA	Sarpy County, NE
Cass County, IA	Griswold, IA	Mount Vernon, IA	Schuyler, NE
Cedar Falls, IA*	Guthrie, OK	Nemaha County, NE	Seward, NE
Central City, NE*	Hays, KS*	Nevada, IA	Springfield, NE
Chadron, NE	Henderson, ND	Norfolk, NE	Storm Lake, IA
Clear Lake, IA	Howard, WI*	Ogallala, NE	Stromsburg, NE
Columbus, NE	Huron, SD	Omaha Tribe of Nebraska	Sturgis, SD
Cozad, NE	Johnson, NE	Oskaloosa, IA	Valley City, ND
Custer County, NE	Kalona, IA	Osmond, NE	Waukeg, IA
Denison, IA	Kearney, NE	Ottumwa, IA	Waverly, NE
Dickinson, ND	Keith County, NE	Papillion, NE*	Wayne, NE
Douglas County, NE	Knoxville, IA	Pawnee City, NE	Windsor Heights, IA
Ellis County, KS*	LeMars, IA	Pella, IA	Yankton, SD

### Urban Design, Master Plans and Land Plans

144th Street Parkway; Omaha, NE	Malone Village Plan; Lincoln, NE
20th Street Corridor Plan; Omaha, NE	Maple Street Corridor; Omaha, NE
Aksarben Concept Plan; Omaha, NE	Miami Heights Neighborhood; Omaha, NE
Alegent Northwest Ambulatory Village; Omaha, NE	Mid-America Vicinity Plan; Council Bluffs, IA
Alliance Urban Design Plan; NE	Millard Town Center Concept Plan; Omaha, NE
Alton-Orange City Land Use Study; IA	Morningside Pointe Traditional Neighborhood Development
Altoona 8th Street Corridor Plan; IA	North 27th Street Corridor Plan; Lincoln, NE
Auburn Courthouse Avenue; NE	Oskaloosa Gateway Plan; IA
Bettendorf Golden Triangle Master Plan; IA	Papillion Gardens, NE
Children's Square Master Plan; Council Bluffs, IA	Pottawattamie County Rural Design Plan; IA
Creighton University Campus Plan; Omaha, NE	Scottsbluff-Gering Urban Design Plan; NE
East Portal Development Plan; Scottsbluff, NE	Shell Point Village Master Plan; Ft. Myers, FL
Fremont East Master Plan; NE	Sioux City Urban Design Plan
Fremont Recreational & Middle School Campus Master Plan	South Omaha Development Plan; Omaha, NE
Harborside Memorial Plaza; Bremerton, WA	St. Mary's Avenue Streetscape; Omaha, NE
Hastings East Side Corridor Plan; NE	Nebraska Innovation Park (State Fair Park); Lincoln, NE
Highway 163 Corridor Plan; Pleasant Hill, IA	University Ave Development Plan; Windsor Heights, IA
Ingersoll Corridor Plan; Des Moines, IA	University of Nebraska Kearney - South Campus Plan
Interstate 80 Corridor Specific Area Plan; Kearney, NE	University of Nebraska Medical Center; Omaha, NE
Kearney Arch Area Land Use Study; NE	University of Nebraska at Lincoln Innovation Campus, NE
Keith County/Ogallala Special Corridor Study; NE	West Coralville Master Land Plan; Coralville, IA
Linn Creek Master Plan; Marshalltown, IA	Willow Wood Concept Plan; Omaha, NE
Lonergan Lake Master Plan; Omaha, NE	Wintergreen Area Redevelopment Plan; Omaha, NE
Long School Neighborhood; Omaha, NE	Yankton Riverfront; Yankton, SD
Lucent Millard Plant Land Plan; Millard, NE	



## representative planning projects

### Housing Plans, Market Studies, Development Concepts

Allegan County, MI	Forest City, IA	Mabel, MN	Rushford, MN
Ames/Story County, IA	Keya Paha, Brown, & Rock	Maquoketa, IA	Salina, KS
Appleton, MN	Counties, NE	Maryville, MO	Scottsbluff-Gering, NE
Becker County, MN	Gillette, WY	Marshalltown, IA	Schuyler, NE
Bedford Township, MI	Grand Haven, MI	McPherson County, KS	Sedalia County, MO
Bellevue, NE	Grand Island, NE	Nebraska City, NE	Sioux City/Siouxland
Belton, MO	Great Bend, KS	Nevada, IA	Consortium
Bemidji, MN	Hall County HOPE, NE	Norfolk, NE*	South Haven, MI
Benkelman, NE	Hillsdale County, MI	North Omaha, Omaha, NE	St. Joseph County, MI
Blue Springs, MO	Huron, SD	Omaha Housing Authority	Steele County, MN
Caldwell, KS	Iowa Falls, IA	Onawa, IA	Trenton, MO
Cannon Falls, MN	Jackson, MN	Open Door Mission Market	Victor, IA
Clearwater, MN	Jefferson County, NE	Study; Omaha, NE	Wadena, MN
Clear Lake, IA	Knob Noster, MO	Panhandle Regional	Warrensburg, MO
Colby, KS	Lake City, IA	Housing Plan	Webster City, IA
Columbus, NE	Kit Carson County, CO	Pine County, MN	Wells, MN
Concordia, MO	Lake Mills, IA	Plainview, MN	Woodland Park, CO
Crowley County, MN	Lawrence, KS	Plattsmouth, NE	Yankton, SD
DeSoto, KS	Lee's Summit, MO	Proctor, MN	Zumbrota, MN
Dodge County, MN	Lexington, MO	Raytown, MO	
Fairbury, NE	Liberal, KS	Rolla, MO	
Ford County, KS	Lincoln, NE	Roseau/Warroad, MN	

### Codes & Ordinances

Denison Zoning Ordinance	Seward Unified Development Ordinance
Des Moines Zoning Ordinance	Sioux City Urban Design Guidelines; Sioux City, IA
Kearney Unified Development Ordinance	Sioux Falls Land Development and Use Standards
Lincoln Build-Through Acreage Study	Washington County Zoning, IA
Mills County Zoning; Mills County, IA	Wayne Zoning Update, NE
Papillion Zoning & Subdivision Ordinance & Design Guidelines	New codes or redrafts for communities listed under Comprehensive Plans
Plattsmouth Historic Downtown Design Guidelines	
Pleasant Hill Development Ordinance	

### Transportation and Transit Planning

114th Street and West Dodge Road, Omaha	Metro Area Transit 10th St. Trolley Feasibility & Design Plan
180th Street, Omaha	Metro area Transit Council Bluffs Route System
Ames Long Range Transportation Plan	Metro Area Transit Graphics Program
Casper, Wyoming Transit Plan	Omaha Green Streets Master Plan
College View Pedestrian Audit; Lincoln, NE	Omaha Streetscape Handbook
Council Bluffs, Iowa Route System	Omaha Transportation Plan
Des Moines Enterprise Community Transit Plan	Pella Downtown Parking Study
Des Moines Downtown Wayfinding	Saddle Creek Road Realignment; Omaha, NE
Elkhorn Lincoln Highway Preservation Plan	Sioux Falls Downtown Transportation Plan
Interstate 80 Corridor Plan, Nebraska	Southeast Iowa Regional Transit Plan
Lincoln Highway Plan; Story County, IA	University of Nebraska at Omaha Traffic Plan
Metro Area Transit Route System, Omaha	





## representative planning projects

### Parks, Public Facilities, Recreation, and Trails

Alliance Parks Plan, NE	Malone Community Center Study in Lincoln, NE
American Discovery Trail in Nebraska	Nebraska City Trails Plan, NE
Ankeny Parks Plan, IA	Nebraska Statewide Trails Plan
Atlantic Recreation Center Operational Plan	Nevada Public Facilities Study, IA
Bayliss Park Master Plan in Council Bluffs, IA	North Liberty Parks Plan, IA
Bellevue Parks Plan, NE	Omaha Bicycle Guide
Blair Trails Plan, NE	Omaha Suburban Park Finance Plan
Casper Trails Plan, WY	Omaha, Nebraska Neighborhood Parks Rehab Plan
Fremont Trails Plan, NE	Papillion Parks Plan, NE
Gillette Pathways Plan, WY	Pella Public Facilities Study, IA
Grand Island's Gazebo Park Master Plan	Sioux Falls Downtown Trails Plan
Halleck Park Master Plan in Papillion, NE	Sioux Falls Trail Master Plan
Iowa Falls Tomorrow Public Facilities Plan	South Central Community Center Study; Lincoln, NE
Kearney Trails Plan, NE	Topeka Bikeway Master Plan, KS
Kingsbury Park Master Plan in Wichita, KS	Western Douglas County Trails Plan, NE
Lewis & Clark Trail Master Plan, IA	Yutan Parks Plan, NE
Mahaska Heritage Trail, IA	

### Town Center

Ashland, NE	Dundee Streetscape; Omaha, NE	Park Rapids, MN
Atlantic, IA	Excelsior Springs, MO	Plattsmouth, NE
Auburn, NE	Fairfield, IA	Pella, IA
Beatrice, NE	Fremont, NE	Perry, IA
Bemidji, MN	Gillette, WY	Ralston, NE
Belle Plaine, IA	Grand Island, NE	Rawlins, WY
Benson Streetscape; Omaha, NE	Kearney, NE*	Schuyler, NE
Buffalo, WY	Laurel, NE	Shenandoah, IA
Burlington, IA	Lexington, NE	South Omaha Streetscape, NE
Clear Lake, IA	Marshalltown, IA	Spirit Lake, IA
Columbus, NE	Mason City, IA	Trenton, MO
Coralville, IA	Mount Vernon, IL	Wauwatosa, WI
Council Bluffs, IA	Nebraska City, NE	Wayne, NE
De Pere, WI	Ogallala, NE	Yankton, South Dakota
DeSoto, KS	Oskaloosa, IA	
Detroit Lakes, MN	Papillion, NE	



## representative planning projects

### Strategic & Economic Development Planning

Bellevue Future Plan, Bellevue, NE	Liberal Strategic Plan; Liberal, KS
Council Bluffs Vision of Community Plan, IA	Nebraska Department of Labor Strategic Plan
Cozad Economic Development Plan, NE	Nebraska Tourism Development Plan
CB-21 A New Community for a New Century (Council Bluffs, IA)	Nebraskaplex: An Event Facility Plan for the State of NE
Denison Future Plan, IA	Omaha Small Business Network
Des Moines Public School Growth Projections, Des Moines, IA	River Country Tourism Plan
Four Towns in Nebraska: Building on Community Character in Albion, Neligh, O'Neill, and Ord	Sarpy County Economic Development Corporation
Grand Island/Hall County Public Facilities Master Plan	Scottsbluff County

### Corridor, Neighborhood and Redevelopment Planning

6th Avenue Development Plan; Des Moines, IA	Juniper Gardens Northeast Neighborhood; Kansas City, KS
Adams Street Redevelopment Plan; Macomb, IL	Mandan Memorial Highway Corridor Study; ND
Courthouse Avenue; Auburn, NE	Mount Rushmore Road Plan; Rapid City, SD
Beaverdale Neighborhood; Des Moines, IA	North Omaha Neighborhood Development Study; NE
Bettendorf Golden Triangle Master Plan; IA	North Platte Original Town Neighborhood Plan; NE
Blackstone Neighborhood; Omaha, NE	Park Avenue District Redevelopment Plan, NE
Davenport Older Commercial Corridors, IA	Restore 2 North Omaha Plan
Des Moines Southside Redevelopment Plan; IA	Springfield Railroad Consolidation; Springfield, IL
Downtown Northeast Redevelopment Plan; Omaha, NE	48th Street/University Place; Lincoln, NE
East Town North Avenue Plan; Wauwatosa, WI	US Highway 69 Corridor Study; Fort Scott, KS
Grand Island South Locust Corridor; NE	Wauwatosa East Town/North Ave Plan; Wauwatosa, WI
I-40 Land Use and Mitigation Plan; Oklahoma City, OK	Wintergreen Master Plan; Omaha, NE
Johnston Mixed Use Redevelopment Plan, IA	

### Wayfinding & Marketing

Auburn Wayfinding	Old Market Graphic Identification System; Omaha, NE
Des Moines Downtown Wayfinding	Scottsbluff Monument Valley Directional Graphics
Gillette Wayfinding	Stockyard Plaza Interpretive Monuments
Kearney Gateway Graphics	Yankton Community Graphics Program
Nebraska City Wayfinding	



# McCall Road & US-24

Manhattan, Kansas & Pottawatomie County



## Key Issues

- Extensive utility coordination and right-of-way acquisition
- Redesigned intersection geometry
- Drainage system
- Accelerated schedule



## Contact:

Dale Houdeshell  
Public Works Director  
City of Manhattan  
1101 Poyntz Avenue  
Manhattan, KS 66502  
(785) 587-2489  
Houdeshell@cimanhattan.ks.us

## Cost:

\$1.4 Million

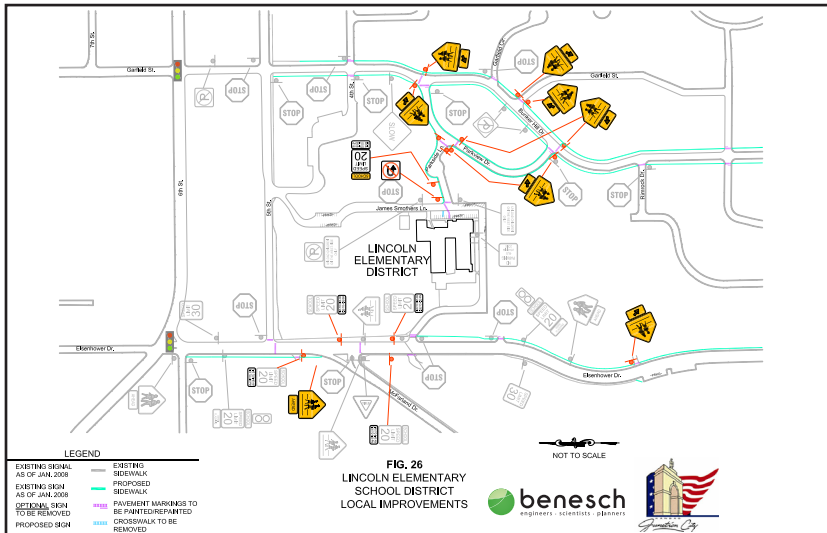
**Background:** The intersection of US-24 and McCall Road was redesigned with double left-turn lanes and signals and permitted right-turn signals. The intersection geometry was also redesigned to a safer perpendicular configuration. Because this signal is being constructed with KDOT funding, Benesch worked closely with KDOT to follow its requirements for plan development. In addition this project was designed with an accelerated schedule. Because of KDOT American Recovery and Reinvestment Act funding, the project needed to be designed in a six month time period. Benesch was able to complete the design on time.

**Scope:** Details of the project included extensive utility coordination and right-of-way acquisition as well as storm sewer, roadway and traffic signal design. The flat slopes within this region of the City proved to be a challenge for design of the drainage system, however, Benesch engineers were able to successfully design a drainage system sized for the 10 year event. Creating a traffic control and phasing plan were also tasks Benesch engineers accomplished to create a successful design. Finally, Benesch was tasked with administering the construction inspection services of the project.



# Safe Routes to Schools

## Junction City, Kansas



### Key Issues

- Studied 6 residential areas surrounding elementary schools
- Assessed sidewalks and roadway signage and identified improvements to encourage safer walking to school

**Contact:**  
Mike Guinn  
Junction City Engineer  
785.238.3103

Sarah Talley  
Junction City  
Grants Administrator  
785.238.3103

**Background:** Benesch provided the proposal for the Phase II funding for the Safe Routes to School Project for Junction City. Benesch's first action was to meet with the Junction City SRTS project team to understand their concerns and collect useful information about the target schools. While there, Benesch was provided with parent survey results and a list of school principals.

**Scope:** Our first field review was done to assess and report on the current state of each school. Pictures were taken to gain general knowledge of each school and create a sign inventory. This helped in later conversations with principals regarding their schools and adjacent intersections. The teams met with each principal to explain our role in the program and to gather helpful information about each school. This included dismissal and arrival processes, crossing guard information, afterschool programs information, the attendance of each school, bussing procedures and the possibility of parent participation. These meetings were followed by a field review in the vicinity of each school at the time of arrival and dismissal of children. During these visits the team witnessed the problems with walking paths, noted the high traveled areas and the personal vehicle and bus traffic. This allowed us to review each school individually and address their needs.

A plan was designed for each individual school and we met with the principals to review their individual plans. As a final review process, we then presented the plans to the staff and parents at an Open House for each individual school. The plans were wrapped together with figures and packages and other information collected by the Junction City SRTS team. The proposal was submitted to KDOT in July of 2008 and we hope to hear back by the end of September 2008 to see if we received funding for the project.

# South 4th Street

Manhattan, Kansas



**Completion:**  
2010

**Design:**  
2009

**Cost:**  
Engineering: \$224,000.00  
Construction: \$1.6 Million

**Background:** South 4th Street from Fort Riley Boulevard to Bluemont Avenue in Manhattan is experiencing exponential commercial, industrial and residential growth. To accommodate this growth, the City requested design services that would study the road's efficiency and its future alignment of 4th Street from Fort Riley Boulevard to McCall Road.

**The Project:** For this project, Benesch is providing survey, traffic engineering, concept development, engineering and design, utility coordination and planning, public participation coordination and streetscape preparation. Benesch is also overseeing traffic signal design at Leavenworth Street, Pierre Street and Fort Riley Boulevard.

In addition, the area from Fort Riley Boulevard to Bluemont includes parts of 4th Street to be expanded into the Downtown Redevelopment Project. The area from Bluemont to McCall includes a potential new connection to Tuttle Creek Boulevard. Benesch provided the services necessary to ensure continued growth and business and land owner satisfaction.



TEAM



**Amy Haase, AICP**

Planner and Project Manager | 50% Unscheduled

Amy leads the development of RDG's Comprehensive Plans throughout the Midwest. Amy will be the day-to-day contact, and will work closely with the project team to maintain communication and timely completion of project milestones. Amy is in the final stages of several projects, including work in McCook, Holdrege, Wayne and Superior, Nebraska.



**Martin Shukert, FAICP**

Principal Planner | 20% Unscheduled

As Project Principal and Designer, Marty will lead the design concepts and provide direction throughout the project. Marty's previous leadership in the development of numerous comprehensive plans will allow our team to quickly begin the process and assimilate current issues with historic trends. This project comes at a good time for Marty as he will be nearing completion of projects in Gillette, Wyoming and Johnson County, Kansas.



**Gary Lozano, AICP**

Zoning and Ordinances | 35% Unscheduled

Gary has nearly 30 years experience in planning throughout the Midwest. Gary's extensive knowledge zoning and ordinances will be crucial to the development of the Junction City / Geary County Plan. Gary is finishing several projects, including Des Moines Regional Plan for Sustainability, Ft. Madison Comprehensive Plan, Manchester, Iowa Zoning Code Rewrite, and the Des Moines Latino Center Feasibility Report.



**Anthony Riederer**

Planner | 65% Unscheduled

Anthony will assist Amy in the development of the project. Anthony will be nearing completion on projects in Holdrege, McCook, Schuyler, Plattsmouth and Superior, Nebraska.



**Chuck Bartlett, PE**

Civil Engineer | 35% Unscheduled

Chuck will lead the transportation element and be in charge of issues related to roadway and trails design. Chuck will be finishing the Kansas Department of Transportation K-177 Final Design, the City of Manhattan, Kansas K-18 and K-113 Interchange Improvements Study, and the Kansas Department of Transportation RCB Replacement in US 56 in Morris County projects.



**James Jussel, PE, PTOE**

Traffic Operations Engineer | 35% Unscheduled

James has extensive experience working in both the private and public sectors in traffic operations, including traffic impact studies and will assist with issues to site specific operations. He is currently finishing the Nebraska Department of Roads Heartland Expressway Corridor Study, the City of Fargo, North Dakota 4th Street Corridor Study, and the City of Manhattan, Kansas K-18 and K-113 Interchange Improvements Study projects.



**Chuck Goodman, PE**

Public Works Engineer | 45% Unscheduled

Chuck is responsible for the design and management of the public works aspect of this project and has worked extensively with KDOT. Chuck will be finishing the Kansas Department of Transportation K-177 Final Design, the City of Manhattan, Kansas K-18 and K-113 Interchange Improvements Study, and the Kansas Department of Transportation RCB Replacement in US 56 in Morris County projects.



## project manager qualifications



**Amy Haase, AICP**  
Project Manager

RDG is pleased to have Amy leading the Junction City / Geary County Comprehensive Plan with Marty Shukert as the Project Principal. Marty will be significantly involved in the plan, bringing his experience from past planning projects. Meanwhile, Amy will be responsible for the day-to-day tasks, monitoring the progress of the plan and accomplishing project milestones.



*Downtown Maryville, MO;  
Maryville Comprehensive Plan*

### Employment

RDG Planning & Design  
Planner and Senior Partner  
1999-Current

### Credentials

MS, Urban Studies,  
U. of Nebraska at Omaha

BS, Social Science  
Field Endorsement,  
Wayne State College

American Institute of  
Certified Planners, 2004

International Assoc. for  
Public Participation, 2011

- **Recognized Leader in Comprehensive Planning.** Amy is one of the Midwest's leading planners for comprehensive planning in small to mid-size communities. In association with Marty Shukert, they have completed projects spanning the Midwest. Amy has lead multiple local projects and brings a strong understanding of local markets and regulations, but also of emerging trends in other areas including Des Moines and Kansas City. Her leadership has been recognized through award winning plans, including the North Omaha Development Project, Douglas County Comprehensive Plan, and the Nebraska City Downtown Revitalization Plan.
- **Comprehensive Planning Management Experience.** Amy directs RDG's comprehensive planning projects throughout the Midwest and has lead numerous plans for suburban and small cities. Her project experience includes: Papillion, Norfolk, Wayne, Waverly, Seward, Plattsmouth, Schuyler, Ravenna, Beatrice, Kearney, and Ogallala, Nebraska; Douglas, Sarpy and Keith Counties, Nebraska; Pella, Grimes, Ottumwa, Atlantic and Carter Lake, Iowa; Sturgis and Yankton, South Dakota; Excelsior Springs and Maryville, Missouri; Hays and Ellis County, Kansas; and Guthrie, Oklahoma.
- **Public Involvement Expertise.** Amy and RDG prides themselves on adapting to the client's needs, allowing the process with the public to direct the objectives and desirable outcomes. The process should be fun, inspiring, and attract more people to the process, rather than experiencing declining interest. Developing project specific public engagement plans and implementing those plans is truly one of Amy's passions. She will bring her 14 years of experience in public engagement and community input to the process, maximizing opportunities for all residents.
- **Housing Expertise.** While Amy has managed the majority of RDG's comprehensive planning projects over the past 10 years, she has also been intricately involved with all of RDG's housing studies. As a team, Amy and Marty have completed housing studies for over 70 communities and are leaders in market analysis and program strategies. Amy's understanding of housing combined with the RDG's team of excellent designers will generate strong site specific strategies that can lead Junction City and Geary County through the implementation process.
- **Innovation and Adaptability.** Each plan is unique, with each community having a significantly different strategic focus. Amy's access to various design professionals provides an excellent blend of project possibilities. While a detailed scope is outlined in this proposal, Amy and the RDG team pride themselves on adapting the process to the needs of the community, even mid-course if necessary. The best plans are based on listening to residents and stakeholders and Amy takes great pride in ensuring that every plan is uniquely tailored to the community.

900 Farnam on the Mall, Suite 100, Omaha, Nebraska 68102-5089

P: 402.392.0133 F: 402.392.0413

ahaase@rdgusa.com





## Martin H. Shukert, FAICP

### Principal Planner

#### RESUME:

##### CREDENTIALS:

##### Education

M. Arch. University of California, Berkeley, 1974  
BA, Yale University, 1971

##### Associations

American Institute of Certified Planners, 1984  
Fellow of the American Institute of Certified Planners 2004

##### EXPERIENCE:

Martin is a Principal of RDG Planning & Design and is a city planner and urban designer with over 30 years of experience. As Planning and Community Development Director for the City of Omaha, he was responsible for the administration of a department of over 120 staff members, with an annual budget of over \$10 million. He managed public/private partnerships accounting for over \$600 million of development, including the Riverfront Development Project. Along with staff, he was responsible for Omaha's award-winning neighborhood development program, completed a new Zoning Ordinance for the City, managed the preparation of major comprehensive plan sections, and was involved in many aspects of city development and policy. Since 1989, Martin has continued his commitment to planning excellence and innovation in a wide variety of planning and urban design projects throughout the Midwest region including several communities in rural Nebraska. His work includes master planning, comprehensive planning, housing plans, transportation, transit, and trails planning, downtown planning, housing plans, large scale land planning, redevelopment planning and implementation, corridor design, tourism planning, graphic design, and a variety of other work. Specific project areas include:



##### Innovative comprehensive plans

Mr. Shukert has completed comprehensive plans for over 80 communities in Nebraska, Iowa, Missouri, North and South Dakota, including such cities as Wayne, Chadron, Beatrice, Plattsmouth, Columbus, Norfolk, Fremont, Ralston, Papillion, and Kearney, Nebraska; Pella, Altoona, Ankeny, Denison, Oskaloosa, Mount Vernon, Ottumwa, Mason City, and Clear Lake, Iowa; Huron and Yankton, South Dakota; Dickinson, North Dakota; Excelsior Springs, Missouri; and Gillette, Wyoming. A common quality of these plans is the molding of community systems into a unified vision of a community's future. In addition, Mr. Shukert has developed community futures plans for such large cities as Council Bluffs, Iowa and Bellevue, Nebraska.

**Urban design, town center, and corridor plans** for Alliance, Scottsbluff-Gering, Lincoln, Ralston, Hastings, Grand Island, South Omaha, and Fremont, Nebraska; and Oskaloosa, Pella, Perry, Clear Lake, Shenandoah, Burlington, Marshalltown, and Council Bluffs, Iowa; Mount Vernon, Illinois; and Park Rapids, Detroit Lakes, and Bemidji, Minnesota; and Gillette and Buffalo, Wyoming.

**Trails and active transportation planning.** This has been a major focus of Mr. Shukert's professional career since beginning the process of developing the concept for Omaha's first trail, the Keystone Trail, in 1983. He was the principal author of the State of Nebraska's two comprehensive trails plans (1994 and 2004); completed trail plans for cities like Blair, Nebraska City, Gillette, Sioux Falls, Western Douglas County (Nebraska), and others; has integrated complete transportation programs in all comprehensive and special district plans; and developed Omaha's first published bicycle map. Currently, he is leading the development of a master plan for the Lewis and Clark Trail for the Iowa Department of Transportation, and has developed the Bike Omaha system, an initial 20-mile on-street commuter network. A strong advocate for active transportation, he is also chair of the Mayor's Bicycle and Pedestrian Advisory Committee; serves on the executive committee of Live Well Omaha Kids and the leadership committee of Activate Omaha; and is a League of American Bicyclists certified instructor. He is a frequent speaker on active transportation and complete streets planning at conferences.

**Award-winning town center and urban district plans** for a wide variety of cities. These distinctive and highly individual plans combine vision, high quality design, market reality, and a high degree of public collaboration and engagement. A sample of downtown and town center planning clients include Park Rapids, Bemidji, and Detroit Lakes, Minnesota; Gillette, Buffalo, and Rawlins, Wyoming; Marshalltown, Burlington, Clear Lake, Pella, Shenandoah, and Council Bluffs, Iowa; Fremont, Ralston, Papillion, Nebraska City, Lincoln, and Omaha, Nebraska; Trenton and Excelsior Springs, Missouri; and De Pere, Wisconsin; and others.



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**Large scale master planning**, including the master plan for University of Nebraska Lincoln, Innovation Campus project at the former state fair park grounds; the \$500 million Shell Point Village in Fort Myers, Florida; the UNMC Campus Master Plan; the Aksarben campus in Omaha; the Core to Shore master plan for Oklahoma City and other major projects.

**Master planning for innovative new community projects**, including Millard Town Center, a New Urbanist redevelopment project for an industrial site in West Omaha; Morningside Pointe, an 80-acre mixed use development in Fremont, Nebraska; McKinley Commons, a major new community housing development in Great Bend, Kansas; and Miami Heights, a mixed-income residential redevelopment project for Omaha.

**Innovative housing planning programs**, including an innovative housing charrette program with Aquila that has developed strategic housing plans for nearly 80 communities in eight states; and housing plans for the Hall County Housing Authority, the Siouxland Metropolitan Area; Scottsbluff, Gering, and Columbus, Nebraska; Iowa Falls, Marshalltown, Webster City, and Ames/Story County, Iowa; and McPherson County, Kansas.

**Neighborhood redevelopment plans**, including the North Omaha Development Plan, Park Avenue Redevelopment Plan and South Omaha business district plans in Omaha; 6th Avenue and East Grand Districts in Des Moines; the Northside neighborhood of North Platte; and others.

**Wayfinding and community graphics** programs for Downtown Des Moines, Yankton, Clear Lake, Scottsbluff-Gering, and Nebraska City.

**Development Ordinance updates.** Beginning with the complete rewrite of the Omaha Zoning Ordinance when he was the Omaha Planning Director, Mr. Shukert has completed many zoning ordinance and subdivision updates for both cities and counties, including the Kearney, Nebraska Unified Development Ordinance.

**Transit planning**, including urban design and neighborhood development elements of Omaha's 10th Street Trolley Plan; a community transit study for Des Moines' enterprise community; trails and transit plans for Casper, and Gillette, Wyoming;

**Award-winning urban design and streetscape projects**, including the Molengracht in Pella, Iowa, and South 24th Street Streetscape in Omaha, Nebraska.

---

#### CONTACT:

Martin H. Shukert, FAICP

RDG Planning & Design  
900 Farnam on the Mall, Suite 100, Omaha, Nebraska 68102-5089  
402.392.0133 (voice)  
402.392.0413 (fax)  
[www.rdgusa.com](http://www.rdgusa.com) (web)  
[mshukert@rdgusa.com](mailto:mshukert@rdgusa.com)



## Gary Lozano, AICP Planner/Code Review

### RESUME:

#### CREDENTIALS: Education

University of Iowa, Masters in Urban and Regional Planning, 1977  
Iowa State University, Bachelors in Architecture, 1972

#### Associations

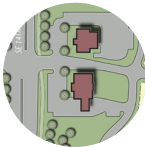
American Institute of Certified Planners Certified, 1985

**EXPERIENCE:** Gary Lozano joined RDG Planning & Design as a Partner in 2001. He brings to the firm twenty-three years of professional planning, supervisory, and management experience in the areas of neighborhood planning, development planning, comprehensive long-range planning, and regional planning in several communities. At RDG, Mr. Lozano has led comprehensive planning projects in Waukee, Polk City, Monticello, Ankeny, Denison, Kalona, Mason City, Carlisle, Manchester, and Cedar Falls, Iowa. He has also led a number of neighborhood planning projects including Des Moines 6th Avenue, East Grand Neighborhood, Beaverdale, Ingersoll Avenue, and Southside Corridor Plans. Mr. Lozano supervises the planning staff and focuses on project management.



Planning Administrator: City of Des Moines, IA (1996 – 2001)

- Led long-range and development planning functions of City
- Updated City's Comprehensive Land Use Plan
- Staff to Plan and Zoning Commission and Zoning Board of Adjustment
- Neighborhood Finance Corporation Board Member
- M.P.O. Technical Committee Member



Assistant Planning Director: City of Des Moines, IA (1986 – 1996)

- Managed work program for 22-person Planning Department
- Staffed City's Neighborhood Revitalization Planning Initiative, including creation of Neighborhood Finance Corporation

Current Planning Manager: City of Omaha, NE (1984 – 1986)

- Led City's Development Planning Division



Assistant Planner, Advanced Planning Division; Associate Planner, Current Planning Division; City of Des Moines, IA (1979 – 1984)

- Developed inner-city revitalization plans
- Wrote City's tax abatement plan
- Reviewed all Subdivisions, Site Plans, and Planned Unit Developments
- Prepared Zoning Ordinance text amendments

**Since joining RDG Mr. Lozano has worked on a variety of projects including:**

#### Comprehensive Plans

Ankeny, IA  
Clear Lake, IA  
Denison, IA  
Douglas County, NE  
Kalona, IA  
Mason City, IA  
Mills County, IA  
Monticello, IA  
Pella, IA  
Polk City, IA  
Waukee, IA  
Carlisle, IA  
Manchester, IA  
Cedar Fall, IA



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### **Parks, Public Facilities, Recreation, and Trail Planning**

Ankeny Parks Plan, Ankeny, IA  
North Liberty Parks and Trails Plan, North Liberty, IA  
Des Moines Public School Growth Projections, Des Moines, Iowa

### **Regulatory Ordinances**

Denison Zoning Ordinance  
Des Moines Zoning Ordinance  
Fremont Zoning Ordinance Update  
Plattsmouth Historic Downtown Design Guidelines  
Pleasant Hill Development Ordinance  
Sioux Falls Land Development and Use Standards  
Washington County Zoning Ordinance, IA

### **Corridor and Master Plans**

Ames Long Range Transportation Plan  
Belle Plaine Downtown Plan, Iowa  
Bettendorf, IA; Golden Triangle Master Plan  
Burlington Downtown Plan, Iowa  
Clear Lake Downtown Plan, IA  
Davenport Commercial Corridors, IA  
Des Moines, IA; 6th Avenue Development Plan  
Des Moines, IA; Beaverdale Neighborhood  
Des Moines, IA; Ingersoll Corridor Plan  
Des Moines, IA; Southside Redevelopment Plan  
Des Moines Downtown Wayfinding  
Johnston, IA; Merle Hay Road Mixed Use Redevelopment Plan  
Macomb, IL; Adams Street Corridor  
Marshalltown Downtown Plan, Iowa  
Mason City Downtown Plan, Iowa  
Omaha, NE; North Omaha Neighborhood Development Study  
Omaha, NE; South Omaha Development Plan  
Pella, IA; Downtown Parking Study  
Pleasant Hill, IA; Highway 163 Corridor Plan  
Rapid City, SD; Mount Rushmore Road Plan  
Southeast Iowa Regional Transit Plan

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### **CONTACT:**

**Gary Lozano, AICP**

RDG Planning & Design  
301 Grand Avenue  
Des Moines, IA 50309  
515.309.3259 (voice)  
www.rdgusa.com (web)  
glozano@rdgusa.com



## Anthony Riederer Planner

### RESUME:

#### CREDENTIALS: Education

University of Pennsylvania, Master of City Planning (Urban Design), 2011  
College of Charleston, Bachelor of Arts in Historic Preservation and Community Planning, 2008

#### Prior Experience:

Delaware River Waterfront Corporation, Waterfront Planning and Development Associate, 2010-2011  
Congress for the New Urbanism, Planning and Research Intern, 2008

#### EXPERIENCE:

Anthony brings a wealth of experience, both personal and professional, into his practice of urban planning, design, and preservation. As a graduate student, Anthony contributed to the Plan for the Central Delaware, an award-winning master plan that re-imagines six miles of Philadelphia's waterfront on the Delaware River. He also participated in the development and project management of several early action park and trail projects on the Delaware River, including ecologically-driven Washington Avenue Green and the landmark Race Street Pier Park.



Anthony has created well-received plans for such diverse locales as Darby, Pennsylvania; Downtown Oranjestad, Aruba; and Downtown Fort Worth, Texas. In his time at the Congress for the New Urbanism, Anthony researched the interaction between residential housing choices, transportation, and cost-of-living, assisted in the programming of the organization's annual national conference, and helped generate illustrations for the draft version of the LEED for Neighborhood Development rating system.



**Maryville Comprehensive Plan** - Maryville, Missouri

**Hays Comprehensive Plan** - Hays, Kansas

**Ellis County Comprehensive Plan** - Ellis County, Kansas



**Central City Comprehensive Plan** - Central City, Nebraska

**Plattsmouth Historic District Implementation Plan** - Plattsmouth, Nebraska

**Columbus Downtown Plan** - Columbus, Nebraska

**Kearney Downtown Plan** - Kearney, Nebraska

### CONTACT:

Anthony Riederer

RDG Planning & Design  
900 Farnam on the Mall, Suite 100, Omaha, Nebraska 68102-5089  
402.392.0133 (voice)  
402.392.0413 (fax)  
www.rdgusa.com (web)  
ariederer@rdgusa.com



Mr. Bartlett has over 24 years of civil engineering experience. He is in charge of roadway and trails design; civil site design; water supply; storm water management; water resources; and recreational parks projects.

#### 4th Street Corridor Improvements

*Project Manager:* For this project, Benesch provided a wide range of streetscape, traffic and design services to accommodate growth in this rapidly expanding area. Mr. Bartlett was responsible for managing design of road reconstruction, streetscapes, storm drainage, and utility coordination.

#### 4th Street and Bluemont Avenue Roundabout

*Senior Project Manager.* Benesch provided design services that included traffic calming measures and a unique trafficway entrance to the City's redevelopment area. One traffic calming element was the construction of a landscaped roundabout at 4th and Bluemont. Mr. Bartlett was responsible for managing the project.

#### Manhattan Marketplace South, Project 15 Storm Sewer Project

*Project Manager.* Significant storm sewer study was required to prevent stormwater runoff from entering this major downtown redevelopment. Coordination with the USACE, KDOT and UPRR was integral in order for the storm sewer to penetrate the USACE's levee, cross KDOT's right-of-way and bore and jack pipe beneath UPRR's railway. Mr. Bartlett was responsible for overseeing the project and providing QC/QA.

#### 2008 New and Parallel Water Line Improvements

*Project Manager:* Provided project management for the design of water lines along Browning and College Avenue.

#### Kansas Department of Transportation, K-177 Modernization Project

Providing oversight on study efforts to identify and prioritize safety and operational improvements along the corridor. Through an analytical process, with input from stakeholders, final solutions will be determined. This project includes extensive public involvement efforts that include an advisory committee, multiple public open house meetings, land-owner and public officials workshops and implementation of a marketing and social media plan.

#### Deer Creek Area Drainage Improvements

*Project Manager:* Public concern led to a bank feasibility study of Deer Creek in order to minimize erosion and degradation of backyards. Work tasks included hydrologic and hydraulic analysis, public involvement and design. The analysis found that storm water drainage in the area was under capacity. Mr. Bartlett was responsible for facilitating public input and managing the channel improvement study.

#### 2009 CDBG Residential Street Rehabilitation

*Project Manager:* Provided project management and design services for repaving 13 blocks of residential streets. Constructed with CDBG funds in 2010.

#### Education

M.S. in Civil Engineering,  
Kansas State University

B.S. in Civil Engineering,  
Kansas State University

**Years of Experience:** 23

#### Registrations and Certifications

Professional Engineer:

Kansas (12406)

Missouri (26095)

#### Professional Affiliations

American Society of Civil Engineers

American Public Works Association

Chi Epsilon Honorary Fraternity

#### US 56 Widening, McKinley to Eisenhower

*Project Manager:* Mr. Bartlett was responsible for managing the design of widened half a mile of US 56 from four lanes to five with asphalt overlay. Project included improvements to K-96, storm sewers and two new signals.

#### Great Bend Wetlands Aquatic Center

*Project Manager:* Mr. Bartlett managed the design and construction of existing pool renovation and new bath house and new slide and spray complex.

#### Amber Meadows Development

*Project Manager:* Oversaw and managed the design and construction of street, sanitary sewer, lift station, storm sewer, and water improvements.

#### Great Bend Levee Bike & Hike Path

*Project Manager:* Managed the designed two phases of the Great Bend Levee Bike and Hike Path. Mr. Bartlett coordinated design approval with USACOE, KDOT and other permitting agencies as well as construction administration of project.

#### McKinley Street and Broadway Avenue Intersection Improvements

*Project Manager:* Designed removal and replacement of concrete pavement. Coordinated construction sequencing, traffic control and construction inspection.

Mr. Jussel has 17 years of experience as a professional traffic operations engineer, working in the public and private sector. Mr. Jussel's project experience includes traffic impact studies, pedestrian safety studies, traffic signal design, roundabout analysis and design, roadway design, street lighting and intersection geometric improvements. His experience also includes integrating traffic calming measures in traffic design and creating pavement marking and signing plans.

### Corridor Studies

- **NP Avenue and 1st Avenue, Fargo, ND.** The project studied the conversion of one-way streets to two-way access for downtown Fargo. The project included VISSIM traffic simulation model to provide a representation the impact a loading truck will have on the existing commuter traffic for the two-way option. The project included corridor analysis using Synchro and SimTraffic.
- **25th Street, Fargo, ND.** Completed a corridor study and Project Concept Report (PCR) for 25th Street from 23rd Ave S to 17th Ave S. The project included a recommendation of a new slip ramp onto I-94 to improve a crash related issue. Project includes noise analysis per the 2011 Noise Policy. Project was expanded to include an Interstate Access Revision for the proposed on-ramp.
- **9th Street, West Fargo, ND.** Completed a detailed corridor study from 45th Ave S to Co Road 20 in West Fargo, ND. The project evaluated the existing conditions to improve traffic operations as well as geometric recommendations from 32nd Ave S to 45th Ave S.
- **Heartland Expressway Corridor Study, Nebraska.** Served as project manager for the Heartland Corridor Development and Management Plan for the Nebraska Department of Roads. The project looked at existing and future traffic conditions, environmental review, and economic analysis.
- **US 85 (Near Belfield to RP 90.75).** Completed traffic operations for the US 85 PCR. Evaluated passing lane locations and completed a safety review of the corridor.
- **78th Street, Kansas City, KS.** Provided an extensive corridor study for 78th Street from I-70 to State Street, including five alignment options for Tauromee Avenue. The corridor analysis was completed in Synchro and SimTraffic and included the I-70 interchange.
- **Coddington and West Van Dorn Intersection Safety Improvement Project, Lincoln, NE.** Provided transportation engineering for this project that will significantly reduce vehicle crashes by reconstructing the intersection as a single lane roundabout.

### Environmental Impact Statement

- **Blair Bypass, Blair, NE.** Served as Project Manager to complete the Environmental Impact Statement for Blair, NE.

### Roadway Design

- **Legends of Sparks Destination Development, Sparks, NV.** Completed a detailed traffic impact study for the proposed 1.5 million square-foot destination development. The study included analysis of two major arterials in Sparks, NV, including the I-80 interchange. Led the design of the 1.5 mile of roadway improvements along Sparks Boulevard and Lincoln Way, including the design of two multi-lane roundabouts. The two roundabouts were constructed on the minor arterial to serve the Legends of Sparks Marina Destination Development. The main roundabout is a unique design that incorporates five legs coming off of the multi-lane roundabout.

### Education

B.S. Civil Engineering,  
University of Nebraska-Lincoln

Associate Degree Architectural  
Drafting, Southeast Community  
College

**Years of Experience:** 17

### Registrations and Certifications

Professional Engineer:

Kansas	(15605)
Missouri	(200173303)
Nevada,	(017661)
Wisconsin	(41031-006)
Michigan	(62.062846)
Nebraska (E-13531)	
North Dakota (PE-7526)	

NCEES

Professional Traffic Operations  
Engineer, National, 2003

IMSA certified in Work Zone Traffic  
Control Safety and Roadway Lighting  
Specialist Level 1

### Memberships

Institute of Transportation Engineers

Missouri Valley Institute of  
Transportation Engineers

American Society of Civil Engineers

American Public Works Association

International Municipal Signal  
Association (IMSA)

Lincoln, Omaha, and Council Bluffs ITE  
(LOCATE)

Mr. Goodman is a Senior Project Manager in the Benesch Manhattan, KS office. In that capacity, he is responsible for design and management of public works projects dealing with all transportation-related issues. He has a diverse background in the design and construction of highways, roadways and bridges. Areas of emphasis include: project management, geometric design, quality assurance, public involvement, utility coordination and contract administration. Prior to joining Benesch, he spent 12 ½ years as a Construction Engineer with the Kansas Department of Transportation. Mr. Goodman's project assignments have familiarized him with KDOT, APWA and FHWA policies and procedures.

Mr. Goodman has broad based technical and geographic experience in transportation engineering for streets and highways. He has been responsible for the project management and design of highway and roadway improvement projects for city, county and state agencies. These projects have included geometric improvements, subsurface utility engineering, safety enhancements and public involvement. He has served as the project engineer "in charge" for urban and rural arterial roadway design projects. He has also served as Construction Engineer and Project Manager for many roadway construction projects.

Chuck has also been a primary manager for projects being administered by KDOT's Bureau of Local Projects. These projects have included bridge replacement and rehabilitation design, roadway realignment and widening design and construction engineering.

#### Current relevant on-going projects under Mr. Goodman's responsibility include:

- K-177 Discovery Phase Study (22 miles) Morris/Geary Co., KS – KDOT

#### Other recent relevant projects completed under Mr. Goodman's responsibility include:

- Parallel Parkway Reconstruction (17th to 9th St.) – Kansas City, KS
- Parallel Parkway Reconstruction (9th to 5th St.) – Kansas City, KS
- K-23 Cimarron River Bridge Replacement & Roadway Relocation Meade Co., KS – KDOT
- K-156 Reconstruction (15 miles) Ellsworth Co., KS – KDOT
- I-35 Rehabilitation (6 miles) Coffey Co., KS – KDOT
- US-169/US-59 Roundabout Anderson Co., KS – KDOT
- I-29/I-35 Subsurface Utility Engineering – kclCON / MoDOT
- 42nd & Metropolitan Ave. Reconstruction – Kansas City, KS
- K-27 Location Study (30 miles) Wallace Co., KS – KDOT
- K-27 Middle Ladder Creek Bridge Replacement & Roadway Rehabilitation Wallace Co., KS – KDOT
- 4 Separate Bridge Replacement Projects Leavenworth Co., KS – KDOT Bureau of Local Projects
- Middle Creek Bridge Rehabilitation and Roadway Rehab. on 359th Street – Miami County

#### Education

B.S. in Civil Engineering, Kansas State University

#### Years of Experience: 26

#### Registrations and Certifications

Professional Engineer:

Kansas (11826)

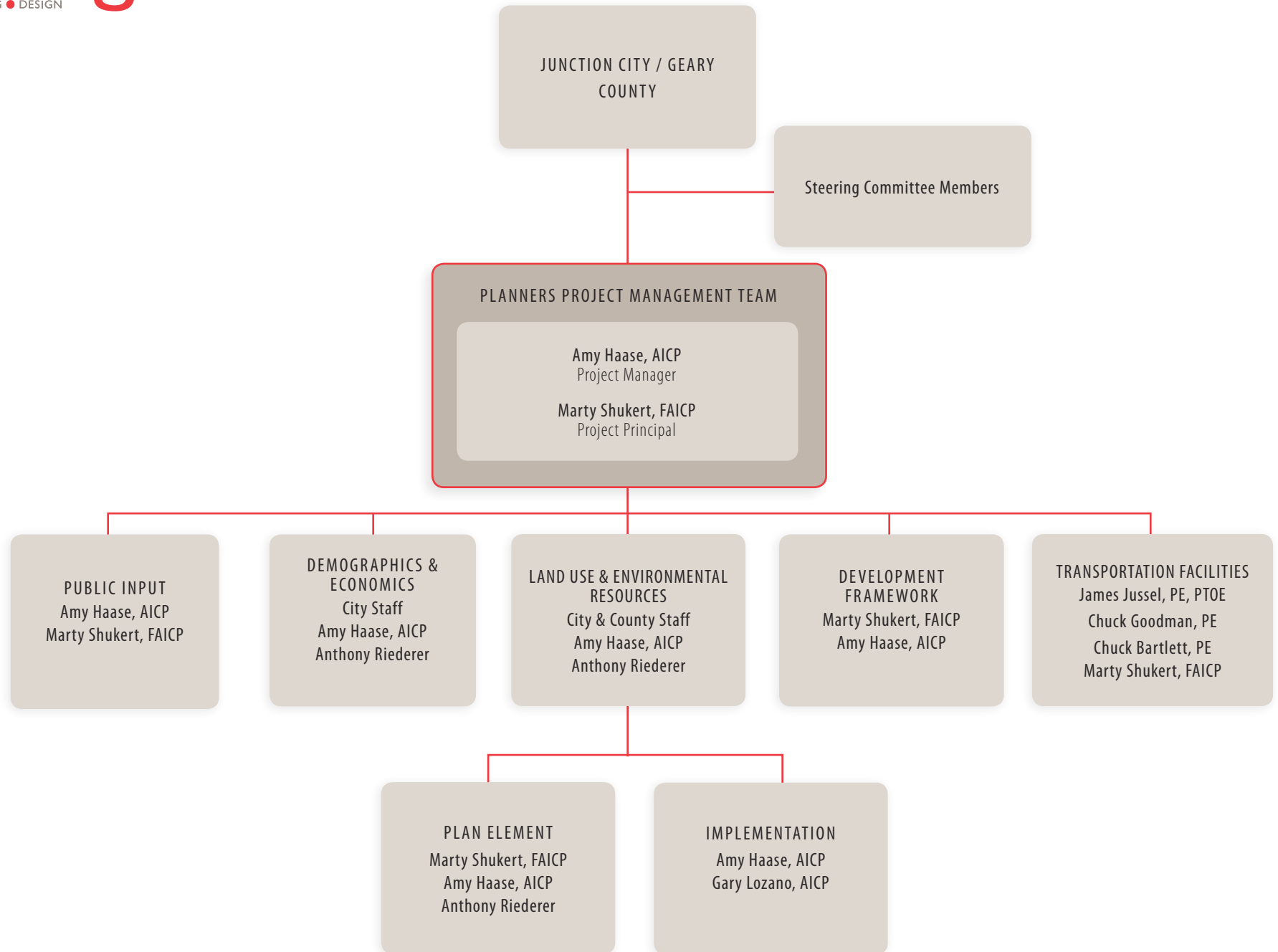
Missouri (2005024489)

#### Professional Affiliations

Institute of Transportation Engineers

Kansas Society of Professional Engineers

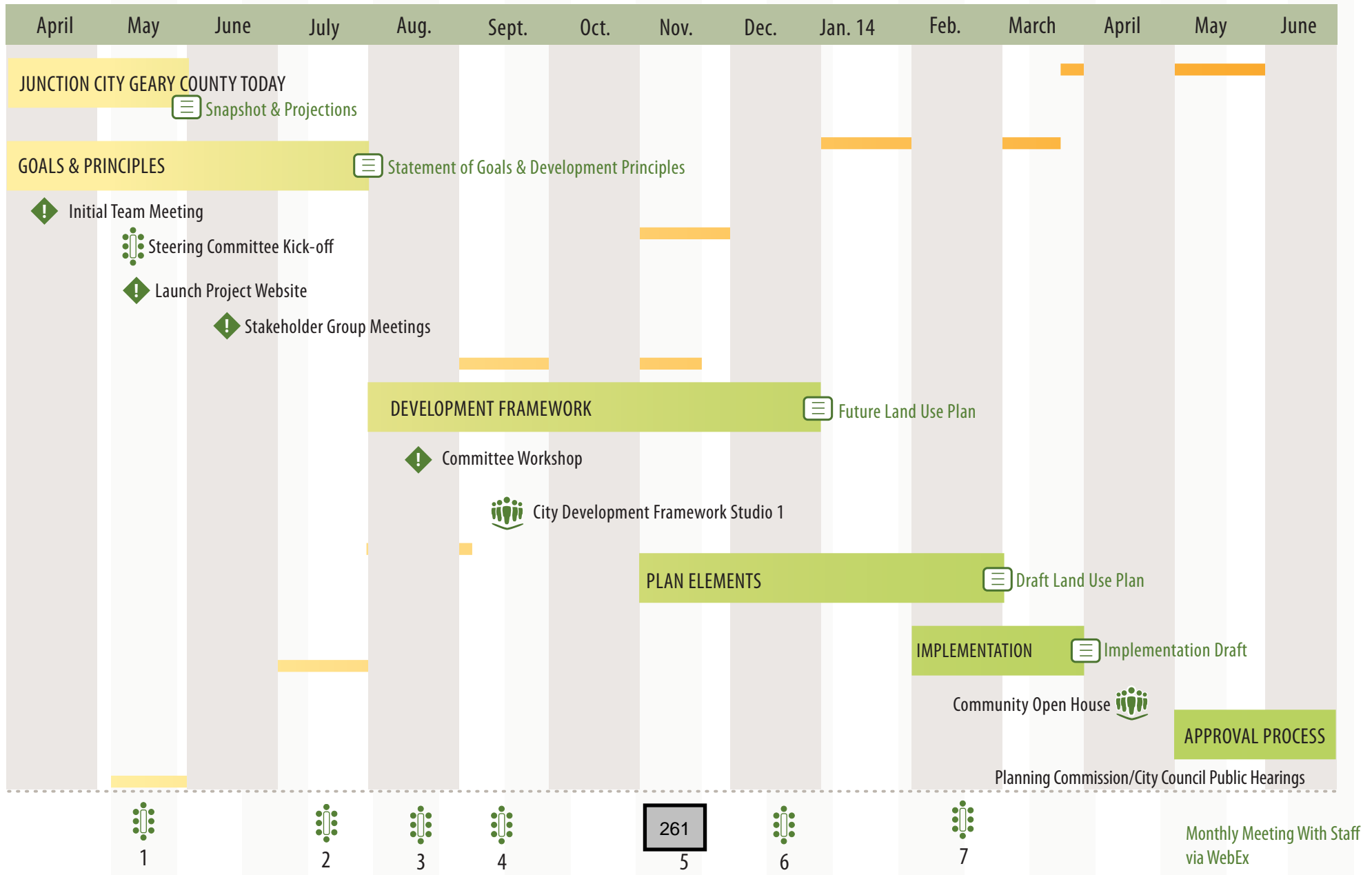
National Society of Professional Engineers







# Junction City Geary County Comprehensive Plan Schedule





**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF JUNCTION CITY AND COUNTY OF GEARY, KANSAS  
AND  
RDG SWB INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Junction City and Geary County, Kansas, hereinafter referred to as the "City" and RDG SWB Inc., 900 Farnam St., Suite 100, Omaha, Nebraska 68102, hereinafter referred to as the "Consultant."

WHEREAS, the City has identified the need to prepare a comprehensive plan as a major priority. This comprehensive plan is hereinafter referred to as the "Plan"; and

WHEREAS, the City is committed to a planning process that provides public and business involvement in the preparation of the Plan; and

WHEREAS, the Consultant has indicated a willingness to provide professional planning services to the City in the preparation of this Plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**Section One. Scope of Services**

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A, Scope of Services, attached hereto and incorporated into this Agreement.

**Section Two. Additional Services**

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional Tasks may be added to this agreement by amendment(s) at such time the City is prepared to proceed with each Task.

**Section Three. Time of Performance**

The time period for completion of the project is eighteen (18) months after issuance of a Notice to Proceed, as indicated on Attachment B: Comprehensive Plan Schedule. The projected time period does not include final approval process or delays caused by City or factors outside the Consultant's control.

**Section Four. Responsibilities of the City**

4.1. Access to Work. The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the Plan.

4.2. Records, Files, and Previous Planning Efforts. The City shall make best efforts to arrange access to and make all records and files relevant to the Plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make best efforts to make previous reports and planning studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the Plan.

4.3. Mapping. The City will assist the Consultant in obtaining all available electronic maps in a form usable by the Consultant, including recent plats and other changes since the completion of the community comprehensive plans.

4.4. Consideration of Consultant's Work. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within a reasonable time to avoid undue delays.

4.5. Planning Committee. The City shall appoint a Planning Committee to carry out the citizen participation program of the planning process.

4.6. Meetings. The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the project. The Consultant agrees to attend City and public meetings in Junction City as identified on Attachment A: Scope of Services.

4.7. City's Representative. The City's representative, Mr. David Yearout, or such other person as designated by City, shall be responsible for the City's portion of the project management.

### **Section Five. Compensation and Method of Payment**

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$\_\_\_\_\_.

5.2. Payment for services shall be made monthly in proportion to services performed.

5.3. All traveling and printing/duplication cost will be billed to the city at cost not to exceed \$3,000. The Consultant will provide digital copies of committee presentations, draft plan chapters, final plan report, and one hard copy of the final plan.

### **Section Six. Ownership of Materials**

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

### **Section Seven. Assignment**

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

### **Section Eight. Amendments**

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

### **Section Nine. Nondiscrimination**

In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

### **Section Ten. Termination**

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than the Consultant, the Consultant shall be paid for services and expenses to the date of such termination.

### **Section Eleven. Independent Contractor**

In relationship to the City, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

IN WITNESS WHEREOF, the AGREEMENT has been executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

Junction City – Geary County, Kansas

By:

\_\_\_\_\_

Title:

RDG SWB INC.

By:

\_\_\_\_\_



## fee estimate

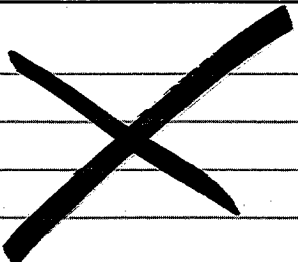
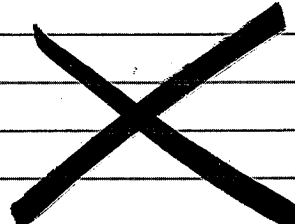
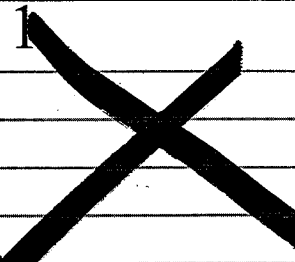
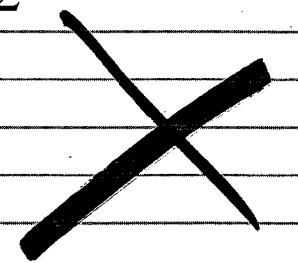
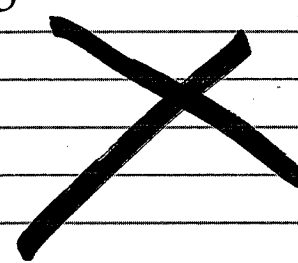
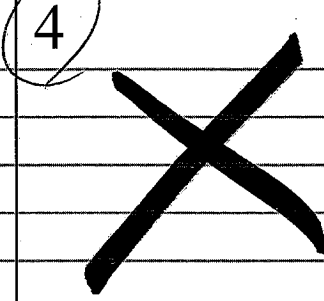
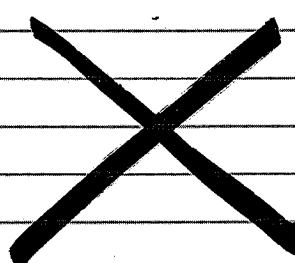
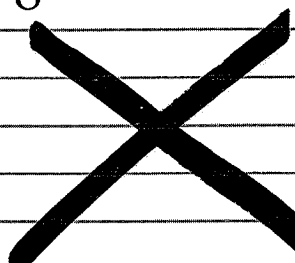
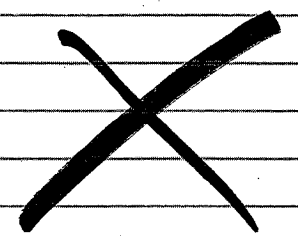
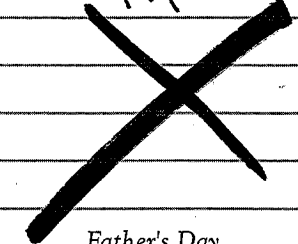
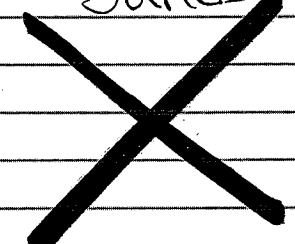
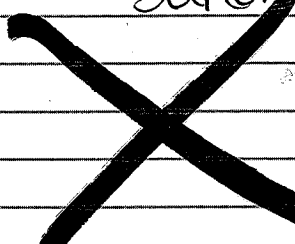
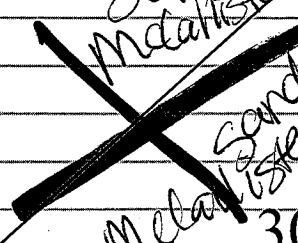
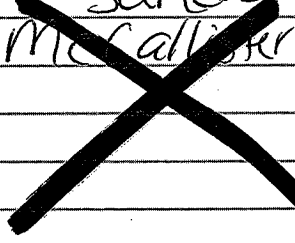
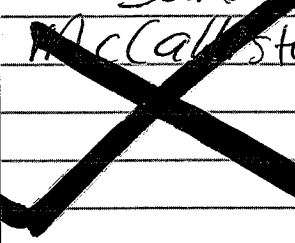
We pride ourselves on working closely with our clients to create projects that are designed to meet their unique needs. The fee laid out below is based on the scope and schedule in this Proposal is a beginning point of discussion, and therefore may be negotiated to better match the needs of Junction City and Geary County.

Plan Task	Fee
Part 1: Goals and Principals	\$7,300
Part 2: Junction City/Geary County Today	\$5,000
Part 3: The Development Framework	\$21,300
Part 4: Comprehensive Plan Elements	\$22,300
Part 5: Implementation	\$5,000
Part 6: Public Open Houses & Final Document Preparation	\$9,000
<b>Total</b>	<b>\$69,900</b>
Traveling and copying costs Not to Exceed	\$3,000
<b>Total Labor and Reimbursable Expenses Not to Exceed</b>	<b>\$72,900</b>

**Backup material for agenda item:**

- f. Discussion of 2013 budget schedule.



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	J U N E
							
2 	3 	4 	5	6	7 	8 	
9 	10 Landes	11 Landes	12 Ryan Landes	13 Ryan Landes	14 Ryan Landes	15 Ryan	
16 Ryan 	17 Ryan	18 Ryan	19 Ryan	20	21 Sands Flag Day 	22 Sands 	
23 Sands McCallister 	24 Sands McCallister	25 Sands McCallister	26 Sands McCallister	27 Sands McCallister	28 Sands McCallister 	29 Sands McCallister 	
NOTES							

May 2013

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June 2013

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July 2013

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Adopt Prelim Budget July 16<sup>th</sup>  
Budget Hearing Aug 6<sup>th</sup>  
Adopt Final Budget Aug 23<sup>rd</sup>

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	J U L Y
	1 McCallister	2 McCallister	3	4	5	6	
				Independence Day			
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	June 2013 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
21	22	23	24	25	26	27	July 2013 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
28	29	30	31				August 2013 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
NOTES							

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**Backup material for agenda item:**

- g. Discussion of City Manager recruiter selection.



May 30, 2013

TO: Honorable City Commissioners of Junction City

FROM: Marla Flentje, Senior Consultant, The Austin Peters Group

RE: Fee reduction options

At your request as conveyed to our firm by your Interim City Manager, Cheryl Beatty, I identify below two options for lowering our fee for city manager recruitment services without sacrifice to the services you specified in your request for a State of Interest published earlier this month.

**1. Publish recruitment profile in a Word document rather than an on-line brochure format.**

This would eliminate approximately one hour of our team's time and the fee graphic design which we outsource to a specialized business. **Savings: \$650.**

**2. Substitute phone conferences for face-to-face consulting.** Using the assumption that the Commission wishes the full complement of recruitment services (option 3 in the RFP), although not ideal, we could manage the approval of the Recruitment Profile and later, delivery of the Candidate Screening Report by conference call with the Commission instead a trip to Junction City. In other words, we would meet with the Commission twice in person rather than the four times outlined in our proposal. We note the Screening Report meeting would require the Commission to meet in Executive Session. **Savings: \$130 per round trip or a total of \$260.**

Once you provide us direction as to the precise mix of services, you require, we will provide Ms. Beatty with a letter of understanding specifying our mutual obligations for her signature (or someone else authorized by the Commission).

We welcome your questions, and we are eager to begin our work with you.